JEWISH CODE OF JURISPRUDENCE

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RABBI J. L. KADUSHIN

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JEWISH CODE OF JURISPRUDENCE

ELEMENTS OF THE

TALMUDICAL, COMMERCIAL and CRIMINAL LAW

BY

RABBI J. L. KADUSHIN

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אורים ותמים

PART I.

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APPEAL TO THE READER.

The Lord created the earth and everything therein, and after he was done he created Adam and Eve and their children. There was one language until the flood. After this the people were divided and everybody spoke a different language. Each man is different from the other in three things, namely, in the face, in the voice and in the thinking, therefore the people are like the fishes. The largest and most powerful swallow the weaker ones, thinking that they are right even if it is a great injustice, therefore the Lord gave us The Holy Law which teaches what is right and what is wrong. If we follow the right path of The Holy Law we are saved from all danger and sorrow. The Holy Law commanded us the following: Thou shalt not wrest the judgment of thy poor in his cause. Keep thyself far from a false speech, and him who hath been declared innocent and righteous thou shalt not slay; for I will not justify the wicked.

And thou shalt take no bribe, for the bribe blindeth the clear-sighted, and perverteth the words of the righteous. Neither shalt thou countenance a poor man in his cause. (Exodus XXIII.)

Judges and officers shalt thou appoint unto thyself in all thy gates, which the Lord thy God giveth thee, throughout thy tribes: and they shall judge the people with a judgment. Thou shalt not wrest judgment; thou shalt not respect persons and thou shalt not take a bribe; for the bribe blindeth the eyes of the wise, and perverteth the words of the righteous. Justice, only justice, shalt thou pursue; in order that

you mayest live, and retain possession of the land which the Lord thy God giveth thee. (Deuteronomy, XVII.)

The judges must consider a long time before the decisions are given. In criminal cases man's, the children's and the grandchildren's lives, depend upon the judges' truthfulness and honesty. Even in civil suits the Talmud says "Be deliberate in judgment, and be very searching in the examination of witnesses, and be heedful of thy words, lest through them they learn to falsify."

If he judges a right judgment he brings peace on the world and he is like a partner to the Lord in the creation of the world. And, if he judges wrongly he is like a robber to the parties and to the Lord. Therefore, I found the right to publish for you the book with the name: "The Jewish Code of Jurisprudence." The Holy Law of the Lord which was given by the dear teacher Moses and Talmud, Alfas Rambam and Choshsen Mischpot.

The Law of Judges, Witnesses, Loans, Oaths, Mortgage, Messenger, Indorser, Buying and Selling, Hiring Laborers, Employes, Borrowing, Accidents, Murder Cases, Honoring the Parents, Teacher, Charity, etc. Translated into English.

This law is suitable for all times and for all places. You. judges and lawyers, I am sure you will bring my book into your homes, and you will study it because you will find in there everything that is right and sensible. Even you private people, if you study this book, you will be guarded in business from all mistakes and all misfortunes, you will be saved from all trials and claims because you will know the law which is like the law of this country.

"He who maketh peace in His high places may He make peace for us and for all the world."

The question of peace is a current topic to-day, brought to our attention more strongly because of the great war which is now raging in some countries of the world. If people could only appreciate the value of peace and the advantage of abritration this wasteful bloodshed would never occur.

It is my earnest prayer that this terrible war may soon end and that it may be the last this world will ever witness.

In the name of the Lord who giveth wisdom to the wise and knowledge to the understanding, I pray and I hope that He will guard me from all mistakes, and that I will find good grace in His eyes and in the eyes of all mankind. I pray for this country, O Lord, and save us from all sorrow and danger. Protect and guard our glorious land, the United States, our honorable president, his cabinet and officials and our noble army and navy, bless them with health and prosperity so that they may prosper in everything that they may undertake. In all our days let us have the prophet Isaiah's blessing (Chapter II), namely, that swords shall be beaten unto ploughshares, that nations shall not lift up swords against nations, that the wolf shall dwell with the sheep, that leopards shall lay down with the kid and the calf, so that a young lion and a small boy shall lead them. Amen.

As Editor of the "Jewish Code of Jurisprudence" I voice expressions of gratitude and appreciation to ex-President Taft, Prof. H. Stone, Dean of the Columbia Law School, Prof. Schechter, President of the Jewish Theological Seminary and all those who have encouraged me in my labors.

EDITOR.

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LAWS QUALIFYING JUDGES.

1. If one is an expert; that is, the public has accepted him as competent to judge, he may render decisions in civil suits himself, but it is preferable that he should have several other wise men associated with him in a case, because judgment will consequently be more correct.

2. One may act as judge himself at times. As for instance, a man who sees his stolen property in the possession of another may take it away by force even if the article be not lost. If he wait until he is brought to a Court of Justice it is assumed that the plaintiff must prove his charge.

3. One may retain as a pawn for a loan an article entrusted to his care or any article belonging to the borrower found in the possession of an unconcerned party, but the lender may not take such an article by force from the borrower himself.

4. No trial may be held on the Sabbath or the holiday.

5. No trial may be held at night, but a trial may be continued at night if it has been begun during the day.

6. One who is totally blind may not be a judge.

7. One must be at least eighteen years of age to be eligible for a judgeship.

8. One who is in a state of intoxication may not be a judge.

9. No woman may be a judge.

10. One who testifies in a case may not be the judge in the same case.

11a. One who is either related to or prejudiced against any one of the parties concerned may not be a judge in that case.

11b. A judge must be impartial to both sides. No persons who are related or unfriendly to one another may act as associate judges in the same case.

12. No person may be a judge in a trial in which his interests may be benefited.

13. A judge should possess these seven qualifications: wisdom, modesty, uprightness, contempt for money, love of truth, popularity, and a good reputation.

14. While on duty, judges should maintain themselves in a manner that will inspire respect. They must be robed in fine garments. They must know for whom and in whose stead they judge. They must know that if they deliberately render a wrong decision in a money case, they are as despicable as murderers. If, however, they render judgment aright, they are as partners to God in the creation of the world, because they bring peace between God and humanity.

15. A judge must not disgrace himself in the eyes of the people. He must not do any manual labor, eat or drink in the presence of strange people.

16. A court messenger should not be insulted. The judge may punish an offender of this sort by flagellation, even if there are no witnesses. The messenger himself is equivalent to two witnesses in order to excommunicate such an offender.

17. A judge must be extremely careful not to accept a bribe, even to justify the just. If a judge has accepted a loan, he must return it on request. A judge may not even accept a flattering remark. If a judge has borrowed anything from one of the parties concerned in a case, he may not be the judge at that trial.

18. If one of the parties has made a gift to the judge before a trial, the judge may not preside at that suit.

19. If a judge perceives that untrue things are being stated at a trial, but is nevertheless unable to disprove the witnesses or the evidence, he should not decide the case, saying, "Let the responsibility of the falsehood fall upon the witnesses." He must inquire into the matter very carefully, that he may detect the truth. If, after all exertions, the judge cannot find anything wrong, but is still convinced that the trial is merely a collusion, he may issue a writ to the defendant by virtue of which no court may take the case into consideration. If the defendant is the deceiver, the judge may order the defendant to pay immediately. The judge may make him give an oath, if he believes that the defendant may confess through it, although the law may not require any oath.

20. A judge may render judgment according to his good understanding, even if there is no evidence or if the evidence comes from an honest man, but who is illegitimate according to the Bible, the judge must be free from any suspicion.

21. Before sentence is pronounced, the judge must ask the two parties concerned whether they prefer arbitration or a court decision. He may even use his influence for an ar-

bitration end. If the two parties come to an understanding, they must make a ceremony of agreement to that effect.

22. If new evidence is later found, such an arbitration may be annulled.

23. The pleas of the two parties in a case must be personally delivered before the judge and may be written down later. If the two parties, however, agree to submit their claims in writing, it is permissible after their written statements have been sent to the judge, no changes may be made therein.

24. If the judge understands that the case is that one robs the other and the robber will not be able to return the robbery, the judge is allowed to excommunicate him. If the robber is a woman, the judge may order that no one marry her until the claim be returned.

25. He who comes to court first must receive attention first. Exceptions: An orphan must be attended before a widow, a widow before a learned man, a learned man before an uneducated man, and a woman before a man.

26. A party in a case may be granted 30 days time, in which to bring his witnesses, or more, at the discretion of the judge. If the said party has failed to produce said witnesses at the expiration of the time granted, the judge may start the trial and render him a decision. If he brings the witnesses after he can open a new trial.

27. If the plaintiff, in a case, just before the defendant takes the oath, asks for time in which to produce his witnesses the judge may grant him unlimited time, if the defendant's prestige will not be injured thereby. If, however, the defendant's prestige may have to suffer by it, only 30

days may be allowed to the plaintiff. After the swearing of the defendant, if the plaintiff finds his witnesses he can start a new trial.

28. If the plaintiff stated that he lacked witnesses and the defendant swore and was acquitted, the plaintiff may not bring any witnesses afterward.

29. If the defendant asks for time in which to bring witnesses, the court may refuse to comply if the judges believe that he merely wishes to delay the trial. But, if they believe that he needs time to adjust his accounts with the plaintiff, they may grant him suitable time. If, however, the plaintiff produces an agreement, which states that there shall be no delays in the payment, the court may not grant any time.

30. If one party claims that it has evidence or witnesses, but that it does not know in whose possession that evidence is, the judge must issue a command to the effect that any one who knows of evidence in the case should inform the judges thereof. Even the other party in the case must communicate such information to the judges.

31. If A claims that there is something in a document of B's to the advantage of A, if he confesses, the court must compel B to show the document to the judges. If he denies it, they cannot force B to bring all of his documents to court. However, in case of B being in doubt, the court may compel him to bring the document into court.

32. If A has a promissory note on B and B demands a copy of it on the ground that it may be false, his request should be granted.

33. The judge must treat the two parties, in a case, with strict impartiality, not curtailing one man's pleas with-

out restricting the other's also, nor allowing one man to speak longer than the other. The judges should not assume a milder or sterner mien toward one of the parties than toward the other; they should not permit one party to sit and the other to stand—they should bid both parties either to sit or remain standing. Parties to a lawsuit may be sitting, only when they give their pleas, or at any other time that the trial is going on, except when the verdict is pronounced. Judges must always be seated. Witnesses may not be seated when they testify.

34. If several men bring suit against one individual the court may, upon the defendant's demand permit the friends of the defendant to sit beside him in court. Since the plaintiffs are several and the defendant only one the latter may become confused in his evidence. If the several claimants select a spokesman to act as plaintiff the defendant is not allowed to have his friends about him.

35. Judges must not hear the plea of one party in the absence of the other for he may be influenced. This applies only where a judge has been appointed to try the case. A judge may try a case although he has heard the plea of one party in the absence of the other before he has been appointed to a case if he has not given his opinion and both parties are satisfied with him.

36. A judge may not take testimony through an interpreter unless he cannot understand the language of the one who testifies.

37. A judge who has pronounced sentence and later believes he has been mistaken, should not sacrifice his honest belief for consistency. It is his duty to recall the parties involved and pronounce justice anew to them. It is better

to be disgraced in this world than in the world to come. And yet, there is no disgrace in this, for many great men have changed their minds.

38. Judges must remain silent when listening to the pleas of both parties. They must assist with words, but should not act as either prosecutors or defendants of either party in the case. If they do not comprehend the pleas of either party, they may ask for an explanation. If the plaintiff brings one witness, the judges may not explain that one witness is insufficient, because the accused may be led to confess his debt, feeling that the case against him is good. The judges should merely ask the other party to answer on the witness' testimony. If the other party denies the truth of the testimony or refuses to answer, or says that one witness can only make him swear he is innocent of the charge made, the judge must compel him to take an oath.

39. If the judges feel that a party in a lawsuit has a good plea but is unable to deliver it forcibly or has become confused because of either his stupidity or his anger, it is their duty to help him, for the Torah requires them "to open the mouth of the dumb." However, they should be careful to preserve their impartiality. It is the duty of judges to plead for orphans who are minors and act as their parents.

40. Judges should not be lenient to the poor or harsh to the rich. Neither should they believe a pious man more readily than a wicked man. Both must be treated equally and must be regarded as honest after the decision has been given and accepted.

41. Judges should pronounce sentence as soon as they have come to a conclusion; for delay in rendering a decision may cause undue pain and anxiety to a party involved.

(The Torah commands: "Thou shalt not commit any wickedness in a trial.)

42. If one of the parties in a lawsuit tells the other, in the judges' presence, that the latter will be found guilty for an amount that is excessive, according to law, the judges must assert the falsity of the statement.

43. If A claims a certain amount and the judge finds that according to law, A can claim more, he must render A judgment only for the amount of his claim.

44. After all testimony has been heard, the three judges remain alone in the court room. Less experienced judges should give their opinions first that they may not be influenced by the opinion of the older judges. A verdict is reached by the decision of the majority. If one judge decides "guilty," one "not guilty," and the third says he does not know; or if two decide one way and one is indifferent, two associate judges must be added. If three of the five return a verdict, their decision is accepted, but in case the other two judges give an opposite opinion or do not render any opinion at all, two associate judges must be added, we accept the judgment of the three judges, even if two have not given an opinion and may not be counted at all, because the trial has been started with three judges only, for the general rule is that a trial must be finished with the same number of judges as it was started with.

45. Judges may be added to the maximum of 71. If even then, a decision cannot be reached (35 for, 35 against and one non-commital), the money remains in the same hands as before the trial.

46. In arbitration, in lawsuits concerning the Commonwealth, a unanimous verdict is necessary. However, the

two parties may agree to accept a majority verdict. The arbitrators may not add new men in the place of a resigned member unless the two parties in the case consent.

47. In money cases, decision may be pronounced in the absence of the parties concerned, as long as they have pleaded in person before the judges.

48. After the judges reach a decision in a case, they return to the courtroom and the chief justice pronounces the decision. The names of the judges voting, either for or against a decision may not be divulged.

49. The form of a verdict: "A has complained against B and the court has found the defendant guilty (or not guilty, as the case may be). The verdict must be signed by all the judges whether they agree with the verdict or not.

50. If one brings witnesses after he has been found guilty the decision of the court is null and void, even if that person has already paid the money to the plaintiff. This is true even if the 30 days have elapsed which the court has granted him in which to bring witnesses. However, one may not thus bring witnesses if, after having been asked at the trial whether he had witnesses, he answered in the negative. If he kept silent at the time, he may bring witnesses.

51. One may introduce evidence even after answering in the negative to a question as to whether he had it, if it be such that he might not have known of it before, *e. g.*, evidence that came from abroad or was found among documents which his father consigned to somebody's care. Such cases are only possible if the party concerned has at the trial not stated that he has no evidence anywhere, at home or abroad.

52. A small orphan may bring witnesses after stating in court that he had none and was found guilty, because the affairs of his father may not be entirely known to him.

53. The two parties in a lawsuit may agree upon any terms they please. If one has to swear in order to get money, or to be free of the charge, he may say "I will come to swear within a certain time." If he fails to appear at that time, the other party is declared the winner. If he who was to swear did not come because of an accident, he may come after the appointed time and swear.

54. If one has accepted a relative or an illegitimate person either as judge or witness, he may not change his mind after the ceremony of agreement has been made, whether he be plaintiff or defendant. If no ceremony of agreement has been made he may change his mind at any time before the decision has been passed (in case of a judge) and at any time before the testimony is delivered (in case of a witness). However, if a mistake has been found in the decision or testimony, he may change his mind.

55. If the public appointed inexperienced men, none of the parties may change their minds.

56. If a heathen has been accepted as a judge, they may change their minds before verdict is pronounced.

57. After the ceremony of agreement has been made to the effect that instead of one of the parties to a lawsuit, who had to swear in order to be acquitted, or to take money, the other party should swear either to be acquitted or to take the money; no one may change his mind. This is also true of a case where no ceremony of agreement has been made, but the other party has sworn, and sentence has been passed.

58. Judges may grant 30 days or more, if they think it necessary, to one who has confessed that he owes the money, but claims he has given the lender a pawn, to bring his evidence to court. However, if one demands more than 30 days, and the judges do not think it necessary, they must tell him to pay the loan and when he brings his testimony he will get his pawn—if the borrower does not lose thereby.

59. The plaintiff's plea and evidence must be heard first. However, if the defendant may lose his witnesses if he must wait or if he may suffer thereby in any other way, his testimony may be accepted first.

60. If the defendant does not suffer thereby, the plaintiff may postpone his plea or oath, if the defendant has to swear.

61. A judge may annul his judgment if he discovers he has been mistaken. He must pay the money if the man who received it, cannot be found, unless he is an expert, or the two parties have agreed to accept him.

62. One may change his mind after he has sold his inheritance for less than its true value.

63. One may not curse or insult a judge. An offender is dealt with by the judge at the latter's discretion. He may punish or pardon him.

LAWS CONCERNING WITNESSES.

64. Any one who knows anything concerning a case must appear to testify.

65. Witnesses must testify as to what they themselves saw. They may not add any conjecture. If they give

part of their testimony by hearsay, they should state the fact.

66. Judges should be seated when a witness testifies.

67. If witnesses have signed a note, the note is valid even if the witnesses are dead.

68. No written testimony may be accepted from a witness. He must testify orally.

69. One may not testify from a written paper. He may use notes, however, to help him recollect the facts. Somebody, besides the parties concerned, may also help him recollect the facts.

70. Witnesses must testify in the presence of the parties concerned.

71. However, there are cases when the testimony of witnesses may be heard in the absence of the defendant: (1) If the witness is ill. (2) If the defendant is ill. (3) If the witness, preparing to go on a long journey, is pressed for time and the defendant has not answered a hurried summons to the trial.

72. If the plaintiff's witnesses reside in another town or locality, the procedure is as follows: Either both defendant and plaintiff may go to that town and the trial be held there or the judge of the town in which the plaintiff resides may request the judge in the other town to hear the testimony of the witnesses and forward it to him in writing. This testimony may be used at the trial.

73. If the defendant has witnesses to prove his innocence, their testimony may be taken even in the absence of the plaintiff.

74. If the defendant is a minor, no testimony of witnesses may be taken until he becomes of age.

75. The witnesses in a case must be reminded of the punishment received by perjurers and of their disgrace in this world and in the world to come.

76. Procedure of taking testimony: The testimony of each witness is taken in the absence of the other and written down. Witnesses testify in the order of their seniority. Each witness is asked whether he saw the defendant receive the money or heard him admit that he received the money. If the testimony of two or more witnesses agree, the trial is considered.

77. If two witnesses give their testimony in identical expression and phraseology, it must be carefully examined; for collusion is suspected.

78. Three judges are necessary to accept testimony in a case. These must be well-versed in the laws concerning witnesses and must have certificates of their fitness; otherwise they may not judge the case.

79. If a plaintiff produces four witnesses and two of them are found to have no knowledge of the case, the other two may not be debarred from giving testimony.

80. Testimony may not be taken at night, unless defendant and plaintiff have agreed to it.

81. If there be more than one defendant in a case, and only one is present when testimony is given, and another of the co-defendants later demands that the testimony be given again in his presence, his request may be granted only if he has something definite to add to the testimony of the co-defendants.

82. No testimony of witnesses should be taken before the defendant has been heard (for his answer may remove the necessity of having any witnesses).

83. No witness may withdraw any part of his testimony, even a few seconds after he has uttered it, except when his further testimony elucidates but does not change the testimony.

84. If two witnesses confess they have perjured themselves in a case, so that the defendant suffered pecuniary loss thereby, they are believed and must pay the defendant the sum he has lost. If only one witness confesses, he must pay the defendant half his loss.

85. (a) Two witnesses are required to collect a money debt. (b) One witness can only cause the person sued to swear. (c) Witnesses must not contradict one another.

86. In money suits it is not essential that the witnesses know of all the facts; it is sufficient that they know of the debt, even if they do not remember the time and place. However, if they contradict each other about the time or place their testimony is not accepted.

87. (d) When one claims $200 payment for two different debts and brings two witnesses, one of whom testifies for $100, while the other testifies for debts amounting to $200 and the witnesses mention different dates, then the defendant must pay $100, for we combine the testimony of the two for the sum of $100.

In case the claimant sue only for $100 and then brought two witnesses, one testifying to $100 and the other to $200, then the defendant must not pay anything, since the latter witness contradicted the claimant.

88. When a person sues another for five loans amounting to $1500, and brings five witnesses who testify for loans of $100, $200, $300, $400 and $500 respectively, each mentioning a different date, then the defendant must pay $700 and swear that he does not owe the other $800.

Explanation:

By above principle (d) we have the following conditions:

$400
$500

Two witnesses	$400
$100 left from $500	$100
$100 taken from $300	
$200 left from $300	$200
$200	
Total	$700

By the above rule (b) the $100 witness, *who has not yet figured*, causes defendant to swear for $100, but when a witness causes one to swear for a certain amount, he also causes him to swear, at the same time, for any doubtful amount there may exist, therefore the defendant here must also swear for the amount (doubtful) of $800; thus making it $800, $700—$1500.

89. We combine the testimony of witnesses who saw the matter in question at different times; it is not essential that they witness the matter at the same time.

90. We combine testimony in regard to payment of debts as well as in regard to loans; likewise we combine the testimony of two witnesses who say that they heard the defendant admit his debt to the claimant.

91. We combine the testimony of a witness who says he saw the defendant lend the money, with that of one who says he heard the defendant admit his debt.

92. In money suits the judge can examine the witness on different days.

93. Money can be collected with a note on which two signatures are signed, to the effect that the claimant lent the defendant a certain amount; even though the defendant's signature is not on the note; we combine a signature of one witness on a note with the verbal testimony of another witness. With a note bearing two signatures money can be collected from property sold after date of debt.

94. If two persons witness take a "Kinion" (the ceremony of contract), they may write a note for the debt some time after the loan is contracted, but this note must bear the date of the loan.

95. If a witness testifies that another was with him, while the latter denies this, his testimony is not dismissed on this account, because the discrepancy may be due to defective vision.

96. If a person claims that he gave $200 in another's keeping, and, after the latter's denial, has brought two witnesses who testify for $50 and $150 respectively, the defendant must pay $200, for whereas, according to principle (d) the defendant should pay $50 and swear for the rest, here he cannot swear because he has been found guilty of lying, in which case he must pay for the rest as well.

97. If three sets of judges (three in a set) examine witnesses, three judges, one from each set, may decide the case. If one judge examines the witnesses he cannot com-

bine with one of the witnesses to give testimony at a hearing by a set of judges, because testimony must be heard from the mouths of the witnesses.

98. If two witnesses testify that a person owes another money while two others testify to the contrary, then each set of witnesses separately may be witnesses again, for we are not certain which lie, but if one of each set get together to testify, they are dismissed, since one must be a liar.

99. If a person holds two notes against another, one for $100, and another for $200, and if he wishes to collect both simultaneously, if the two sets of witnesses, one set signs for the $100 and another set for $200, the plaintiff can receive only $100, and the other note must be destroyed; and the creditor must swear that it is well, for, whenever there is a doubt with regard to two sums, the smaller sum is always taken. However, if both notes are collected separately, this does not apply.

100. In case (98), if there are two creditors and one debtor and both sets of witnesses sign to both notes respectively, both must swear that the notes are due them; then the money may be collected. If, however, there is one creditor and two debtors, payment may not be made at all; for each debtor may claim that his note is false.

101. If a man produces two witnesses and they are repudiated and he bring two more witnesses and they are repudiated, etc., etc., until 100 sets, he shall not suffer if at length he brings two witnesses who prove reliable.

102. If one has a note against another; and two witnesses come and testify that the creditor required them to practice forgery for him, the creditor may be paid only

when the original maker of the note comes and testifies that the money has been given.

103. If a person admits to another that he borrowed money from him in the presence of witnesses, the witnesses may not sign a note to that effect unless the debtor expressly impresses upon the witnesses the fact that he owes the money to the creditor, for these words may be spoken in jest.

104. If a person hires false witnesses for another person in a trial, the former cannot be held liable, but if a person himself hires false witnesses and thereby has gotten money and the creditor confesses his guilt or the witnesses confess their perjury, the confessors are then liable for the money.

105. He who is unfit to be a judge is unqualified to act as a witness; except a good friend or an enemy, who are qualified to testify and unfit to judge.

THOSE WHO CANNOT BE WITNESSES.

106. Brothers (even not of same father or mother).

Taking A and A′ to represent two brothers

Taking B and B′ to represent their children.

Taking C and C′ to represent their grandchildren.

Taking D and D to represent their great grandchildren.

The following cannot act as witnesses: A and B,

Taking A and A′ to represent two brothers.

B and A, also A and A′ and finally A and C or A′ and C′, B and B′, A and B′, A and C′, A and D, D and A, A′ and D′, B and C′ or A′ and B, A′ and C.

107. The same procedure or differentiation is applied in the case of a brother and a sister, taking A to represent the brother, and A′ to represent the sister. General principle: If a woman is in any way forbidden to give testimony, her husband is also forbidden.

Let A and A′ represent female cousins; the husbands of A and A′ may be witnesses in case affecting A and A′.

108. A—mother of B. B—B′—female cousins.

The husbands of B and B′ may not give testimony in which A's (mother of B) husband is involved.

109. However, in case 108, if husband of A has children by another wife, then husband of B' may testify in cases involving those children.

110. A (father of B)—B—father of C. B (female) —C′—(son of C). C may testify in case involving A.

111. A marries a woman B and has a son C. B dies and A marries D and has son E. A dies and D marries F and has son G. G may testify against C, but E may not against C, nor G against E. Y (B's mother) and his. X (B's father) and wife. A (man) B (wife). (B's daughter) C′—C (son of B by former husband) or C's wife, or her husband. D (son of C). E (son of D). These relatives may not be witnesses.

112. A bridegroom may not be a witness in case involving bride. However, they may be witnesses in case involving eithers relatives.

113. These preceding rules of witnesses have been formulated not because it is believed that persons near to one another will not give correct testimony, but because it is a commandment of the Torah.

114. If a person cannot use a witness because he is connected by marriage to him, but by a death that connection severed, said witness can be used, even if there be children from the marriage. But if the decision has been rendered while he was still a relative, the witness cannot be used.

115. If a witness in a case becomes a relative to the man involved, his testimony cannot be accepted even if his testimony dates from time before he became related to the man.

116. If a witness sees things while he is not related by marriage to the man involved, later becomes so, but at time of trial is again not related, his testimony may be accepted.

117. If a man makes a will before witnesses, who are not legal according to the foregoing laws, but are legal in the case of his children who are beneficiaries, they are legal witnesses.

118. In case of a man having a benefit of something, and he relinquishes that benefit, he may be a witness.

119. Those who are relatives of the debtor or his indorser, may not be witnesses, even in case the debtor says he has paid, or denies the debt entirely.

120. Relatives to one another, plaintiff, defendant, or to the judge, may not bear testimony.

121. If the community appoints two witnesses to testify in a case, thereby excluding all others, these witnesses may testify, even in a case in which they are related to plaintiff, defendant or judge.

122. If one of these witnesses knows the other as a man of ill-repute, he may not give testimony together with him.

123. Definition of a man of ill-repute: one who transgresses the religious laws, either unintentionally or spitefully.

124. Exceptions: if a man transgresses unwittingly, he is still eligible as a witness.

125. If one has lifted up his hand to strike somebody or has struck somebody, he is ineligible as a witness.

126. If a witness has been found to have sworn falsely at any time previously, or to have refused to obey any decree or ban imposed by the community, he is ineligible as a witness.

127. If a person sells meat that is not Kosher for Kosher, or sells goods that are imitations of other goods, he is ineligible as a witness.

128. A person who is a thief or robber is ineligible, even though he return the stolen property by force.

129. If two witnesses have been previously repudiated, (*e. g.*, two witnesses give an alibi and two witnesses of the other side disprove that alibi and consequently the first set of witnesses must indemnify the defendant) they are henceforth (from the time of repudiation) ineligible as witnesses.

130. If witnesses have been found to have sometimes signed a note which is dated some time before, they are ineligible as witnesses.

131. If a person takes anything belonging to a child, a deaf person, or a fool; has found or has bought a field or anything else by taking advantage of the owner's distress (*e. g.*, at an auction of his property) he is ineligible. Also, a person who allows his sheep and cattle to feed in somebody else's pasture, is ineligible.

132. Professional gamblers (who have no other occupation and people who conduct races), and persons who have lost their respect in the eyes of the community, as vagrants, tramps, etc., are ineligible as witnesses.

133. (Witnesses that are paid are ineligible, unless they return the amount received.) Witnesses who witness a transaction accidentally come under this rule, but those who are specially summoned to witness a transaction, may be paid.

134. Witnesses who are forced or tortured to give testimony, are not eligible as witnesses.

135. No person's evidence or confession as applying to himself is accepted, unless confirmed by two witnesses.

136. If two persons testify that a man has done some act which makes him ineligible as a witness, and two others testify that he has repented, that person may be accepted as a witness, since their testimony does not conflict.

137. If two persons testify that a man has made himself ineligible to be a witness and two others testify that he has not, that person may not be accepted as a witness, until he repents of his deed.

138. If one witness testifies that a person has committed a wrong, making him ineligible to be a witness and another testifies to another wrong, that person may not be a witness.

139. Persons ineligible to be witnesses may become eligible by preparing or making amends for their misdeeds. (*e. g.*, if a thief returns the stolen money himself, etc.).

140. No person may be a witness who is under 13 years

of age. A person over 13 and not yet 20 must have growth of hair under the arms.

141. If a person has witnessed something while under age, but has arrived of age when the case is called, his testimony is not valid, unless it concern identification of signature, of father, brother, or teacher.

142. If a man is violently insane or peculiar in his actions (as an imbecile), he may not be a witness.

143. A man who is subject to fits may not be a witness.

144. A person who is deaf (but not dumb) or dumb (but not deaf) may not be a witness. Likewise, a person who has become dumb by the time the trial comes up, may not give his testimony in writing.

145. A person who is totally blind (in two eyes) may not be a witness, even if he recognizes the parties concerned by their voices.

146. If a person was deaf, dumb, or blind at the time of witnessing evidence, but was cured at the time of trial he is ineligible as a witness. If a person was not deaf, dumb, or blind at an occurrence, but became so later and recovered at time of trial, he is eligible as a witness.

147. An hermaphrodite is ineligible to be a witness.

148. A woman is ineligible to be a witness.

149. However, if none but women are procurable as witnesses in a case, they may testify.

150. No person who may derive benefit from a case may be a witness. This is left to discretion of court.

151. If a person sues two persons (partners) for money

loaned, and one partner admits that the plaintiff lent them a sum (as partners) while the other denies it, or that they are partners, the one who admits it must pay the whole sum. Testimony of one not valid against a partner.

152. If a person sues three persons for money lent to them (at some time) and these persons are not partners, his case is lost, as no other witnesses are required for two of the three persons may give testimony as to the payment of the loan to the third man, etc.

153. If a person in a partnership admits on examination that his partners owe money, he is considered as one witness against the partners, who must give an oath in regard to it. If two persons in a partnership of three admit that all three owed money as partners, their testimony is valid and the money must be paid.

154. One of the witnesses who have signed a note may purchase it (at a discount).

155. Persons who have acted as arbitraters in a case before it is brought into court, or guardians may be witnesses.

156. If a man cannot derive any present benefit from a case, he may testify, even if he may receive benefit subsequently.

157. If a landlord rents premises to a person and another party claims to be landlord of the premises, the tenant may testify as a witness if he has not yet paid the rent to his landlord. If, however, he has paid the rent, he may not be a witness; for, if his landlord loses the case, the tenant's rent may be thereby lost. The landlord, however, may by

returning the rent to the tenant, make him eligible as a witness.

158. If A has borrowed money from B, and A has property which B may take in case A fails to pay the loan, and C claims A's property is his own (C's), B or any man who endorses for A may not testify, since they will be benefited by the result. If, however, A has another piece of property which could satisfy the loan, their testimony may be accepted.

159. If a town is involved in a case affecting itself, no witnesses of that town may testify in its behalf, and no judges of that town may sit at the case.

160. All matters pertaining to the benefits to be derived from testifying in a case are left to the discretion and understanding of the judge. Also the benefits derived from judging a case.

161a. If two witnesses testify that a man owes a certain sum and two others deny it, the man is not obliged to pay.

161b. If two witnesses testify that a man owes a certain sum to somebody, but later admit that they lied, their testimony in the first place remains and the debtor must pay. However, for testifying falsely, the witnesses must repay the debtor the money he has lost thereby.

CHAPTER XXXIX.

162. If a debtor has given a note signed by witnesses to a creditor and has no money to pay, but has sold a piece of property, the creditor may claim that property, even if this is not stipulated in note (may be in case of omission). If, however, the loan has been made verbally without witnesses, sold property may not be claimed by the creditor. However, unsold property may be claimed.

163. If a person borrowes money in the presence of witnesses, they may not record the transaction in a note unless the debtor permits them. Otherwise, according to 162, the borrower in case unable to pay, might lose his property, unless witnesses have "Kinyon." In case they receive a Kabalas Kinyon, they may upon demand of the creditor write a note even later than the transaction. If they remember the date of the transaction, they date the note from then; if they do not remember, they date it from the day of the creditor's demand for a note. Also they may do this in case either debtor or creditor dies. All this, however, on the understanding that there has been no date set for the payment of the money. If, however, such date for payment has been made, they may not record transaction without sanction of debtor.

164. Only those may record transaction by notes who have been expressly invited to be witnesses of transaction. Others may testify that they have witnessed transaction, but it has not the effect of a written note. (¶ 162). The debtor may claim the debt paid, but not before the expiration of a time set for payment, if there be a set time.

165. In property cases, procedure is as follows: If A and B claim a piece of property and witnesses hear A admit the property belongs to B, they may record the testimony, even if they have not received permission or "Kinyon."

166. If a person admits before judges his indebtedness to another person, it may be recorded and has the power of a written note. (¶ 162.)

167. The judges should know that the persons appearing before them are those they claim to be; otherwise, forgery and collusion, in money matters might be practiced.

168. A debtor may have a note written and witnessed, of his indebtedness to a person in the absence of that person, but a creditor may not have a note written in the absence of the debtors.

169. If a debtor has a note made out of his indebtedness to two persons, and the note is kept by one, the payment must be made to the two, even when the other dies, the heirs of the deceased get half of the paid loan.

170. If witnesses witness a minor's admission of indebtedness, they may not record it in writing.

171. If a debtor has a note written of his indebtedness to a creditor, the creditor may refuse to lend him the money. But if the creditor has promised to lend him on a pawn, he may not withdraw his promise, if he has once laid hands on the pawn.

172. The debtor must pay for expense of writing a note. If, however, the creditor has lost a note and wishes a duplicate, he must pay for it.

173. If a person admits his indebtedness to another (without an explicit condition for which money was given), he is liable for the money, if he calls upon persons to witness his assertion, or if he writes a note himself, even without signature of witnesses.

174. If a creditor gives a receipt to a debtor to cover part of a debt, although the money was not paid, that money cannot be claimed by the creditor.

175. If a debtor writes out a note, either he must have two witnesses to sign it, or without signature of witnesses it is valid if he gives it to creditor while instructing persons to

witness it, the debtor may then instruct these witnesses to sign a statement that the note was received in their presence. Money in such notes can be collected even from sold property. (Chap. XL.).

176. If a note in the possession of a creditor gradually becomes illegible, he may take it to court and a duplicate may be issued, in presence of two witnesses, or if the two witnesses swear as to contents of note (if entirely illegible), even without asking debtor. The duplicate reads: "We, judges. . . . by name, the court, have considered the request to issue a duplicate of a note, of which Mr. So and So is debtor, and Mr. So and So creditor, for the amount . . . witnessed by. . . . on the date. . . . and do hereby issue this duplicate, having destroyed the illegible one.

177. However, such duplicate may not be issued if the creditor is found to have effaced the note on purpose or to have kept it in a place conducive to such effacement, unless the debtor be asked and his consent obtained.

178. If a creditor loses a note and applies to the court for a duplicate, it may not be issued, even if he brings same witnesses that signed note, except when necessary (if witnesses say that original note has been burnt). Subsequently, creditor cannot collect money unless duplicate of note contains reasons why it was issued (because original note may be later found and dishonestly used).

179. If a person is a beneficiary of a will, he may apply to the court for a copy of that part of the will, pertaining to his bequest.

180. (a) If a creditor has a note and loses it, and the witness on it are still living and have had a "Kinyon," and

the debtor claims he has paid the money (even if the time for payment has not yet expired) the creditor cannot collect. Also, if the note was found by a third party, and debtor claims he lost it, after paying the creditor and receiving note back, creditor cannot collect because the loss of the note shows that the creditor did not care for the note—that it was paid.

181. A duplicate note may be issued if it is claimed that it has been lost in a place which is the seat of war or disturbance. . . . (Chap. XLI.)

182. Note may be written in any language and in any kind of characters; but care should be taken that no misrepresentation be written in that language and no mistake be made.

183. Amount of note must be written out in full and not numerically.

184. If the amount of note is stated at a certain sum and later in the note stated as another sum, the last sum must be considered. If, however, a note contains a series of amounts of money, and the total incorrectly added, the correct total should be considered.

185. If there is doubt as to the amount written in a note, if amount written has been rendered rather illegible (if *e. g.*, a hook of a letter has been removed) and there is doubt as to whether sum is larger or smaller, debtor is obliged to pay smaller amount. General principle: The creditor has the burden of proof to show indebtedness of debtor to him.

186. If a creditor in case of doubt as in 185, seized something belonging to debtor, he may not be sued for it.

187. If a note is given in which the year for payment is

not designated, as the 15th of Jan., the debtor may not claim that it means next year or later, but must pay at the first 15th of Jan.

188. If the amount of a note is indefinite, *e. g.*, if it reads "dollars" with no definite amount of dollars, the debtor must pay two dollars.

189. If the amount of a note is expressed in terms of a certain coin or bill which term is used in another country, but unequal in value, debt must be paid in money of country in which note is written. If it is unknown in which country note was written, debt must be paid in money of country in which note is collected.

190. If the amount of a note is stated as a number merely and no designation of coin or bill (*e. g.*, 98), debtor may pay in the coins he pleases, even the smallest.

191. Every note must have a date. If day of the week on which note was written is designated as a certain date (*e. g.*, Wednesday Tishrie 24th), and it is found out that the day was 22nd, note is valid.

192. If a date is not written, sold property may not be confiscated (for person to whom property is sold may claim he bought it before note was issued). If no date is mentioned, note may be issued with merely the signature of debtor (for according to 191, sold property cannot be molested unless two witnesses sign it).

193. If it is found out that date of note is previous to the actual issue of note, note is invalid; for in such a case the note would molest sold property. Debtor may claim note paid, or deny having given note. If he admits note made out, he must pay from his personal property.

194. The above holds in case of mistake. If however done purposely, it may not be collected from personal property; for note is signed by witnesses who perjured themselves.

195. If a person donates something to another and the date for the receipt of such gift is previous to the date intended, the note is invalid, even if signed by a reputable man. (*e. g.*, a father-in-law gives property by note to a son-in-law, say dated 1914, it may be claimed invalid if that person became son-in-law in 1915. Witnesses may write another note, if their handwriting cannot be compared by means of other documents; if, however, their handwriting may be compared, they are not believed.

196. In signing a note, witnesses may state the exact date of transaction, if note is written later. This exact date must come before their signatures.

197. If date of note is written as later than actually issued (*e. g.*, Jan. 10, instead of Dec. 10, note is valid, for holder of note loses by it; *i. e.*, debtor may buy property after note issued and judgment could not be taken out against if sold).

198. Above holds only in loan matters. In sale of property, if date of deed is Jan. 10, a date later than when property was sold, deed is invalid; for if seller of property does not notice wrong date, and buys property back, the person to whom property is sold may produce his deed of later date and claim he bought property which he has sold, from whom he bought it.

199a. If note is dated Sabbath or holiday, it must be surmised that note was written later, if undersigned by notary.

If not undersigned by notary, creditor must bring witnesses to testify to validity of note.

199b. If note written out some time (*e. g.*, evening) and signed next day (which is really same day according to Jewish calendar) it is valid. But if written during the day and signed following evening it is invalid, except if work is done on the note continually till night or if Kabalas Kinyon is made.

200. If parties to a note and witnesses migrate to another country after note is made out and note has not yet been written, the witnesses may write out a note in new country and not mention old country if they date the note from time of writing; but if they date it from Kabalas Kinyon, they must mention place in old country where note was contracted.

201. Above rules hold when money of both countries which are designated the same (*e. g.*, German dollar and our dollar) have same value. If value different, place where note contracted must be mentioned.

202. A note which does not designate where contracted is valid.

203. If one person B holds a note from A and note is dated a certain day of the month (*e. g.*, 5th Dec. and another person, C, also holds note from A, also in Dec., but no definite date) B, has the preference and may collect from A's personal property. But when C comes to collect from property sold by A, the person to whom property sold may claim C could have collected from A's personal property (for note might have been Dec. 1). However, if B and C form a partnership, they may collect personal property and

then on sold property, but in the following month, since it may be claimed that the date in C's note is Dec. 31.

204. If a person has a receipt for a note, it is determined even if there are no witnesses or date, that is the receipt of the note, if the sum mentioned in the receipt and note coincide.

205. If B holds a note on A dated in Adar and C holds a note dated in Adar 2nd, on A. (in leap year), B has the preference in payment. But if both notes are dated in Adar merely, the note which has the prior date is paid first.

CHAPTER XLV.

1. A witness must read the document before he signs it. A witness must sign a document at the bottom.

2. The head of the court who knows all the contents of the documents and the secretary reads it to him, and he believes it, he can sign even if he does not read it himself.

3. If a witness cannot sign his name another can write his name with a pin or scissors, and then he must fill in the holes with ink, then this is valid.

4. If a witness cannot sign his name he can give the pen to the city clerk, and he will sign for him, if it is the custom of the locality to do so.

5. A witness must sign his name just below the writing, and if he signs his name two or more lines below the writing it is invalid because he can forge an addition.

6. If the writing of the note is on rough paper and the witness on clean paper, or vice versa, the document is invalid, for they both must be on clean paper.

CHAPTER XLVI.

1. A note is not found valid except when the witnesses testify before three judges that the signatures are their signatures; otherwise they can deny and say that it is all false. There are several other different ways in which to make a note valid.

2. It is not necessary to have the maker of the note present, when contracting the notary.

3. When the witnesses who signed the note say that the lender was under age, their testimony is not believed, because a person will not desire to spoil his own reputation, by saying that he is guilty of a forgery, making himself a bandit.

CHAPTER XLVII.

1. If the loaner says that the note is paid and in that way is involving the bankruptcy of another; and if the note has been contracted by a notary, his testimony is not believed. Even if the note is made out for 200 dollars, and he owes only 100 dollars, he is also not believed.

2. After settling with his debtors he came again and claimed the collection of the note. He confesses that he merely said this to drive off his debtor. If he said it in his debtor's presence, then he can collect; but if he said it before, he cannot collect.

3. If the loaner says that he only took $500 out of the $1,000 note, the note is valid; but if he says that by mistake it has been made out for $1,000, then the note is invalid.

CHAPTER XLVIII.

1. A note that has been already paid cannot be used again, even if a small amount has been paid off. Notes cannot be borrowed on that same small amount with that note.

CHAPTER XLIX.

1. If a person lives in a locality 30 days and is called by a certain name, then it is believed that the name is really his.

CHAPTER L.

1. If a note is made payable to bearer, then the note can be collected, provided it is the maker's handwriting. There must also be witnesses for the identification.

2. If a receipt is brought on the note by any one, then the note is invalid.

CHAPTER LI.

1. If the note is signed with one witness and the borrower says that he paid, he is not believed, but he can simply ask the giver of the money to swear that he did not pay.

CHAPTER LII.

1. If a note states that a certain amount is due with interest, the interest being written apart from the entire note, the maker could not collect the interest. When, however, the sum and the interest on that amount are stated in the note, then the maker could not collect a single penny; because it is forbidden for Jews to charge interest on borrowed money. You are not allowed to accept or give interest.

CHAPTER LIII.

1. If the lender has a note for $100, and he desires to have it shared for $50 and $50, the loaner could refuse his request. The request could be reversed, if the notes are made out for fifty and fifty dollars, and the lender desires to have it in one hundred dollars in full, it can also be refused.

CHAPTER LIV.

1. If a creditor says that the note was lost, the borrower must get a receipt and pay. The creditor must swear that the note was lost.

2. If, however, the creditor says that he hasn't the note here, but will get it later, the borrower need not pay him until he brings the note.

CHAPTER LV.

1. If a man has a note for $100, and the borrower paid some of the note, and said that if he did not pay all of the balance at a specified time, he could collect the whole note, but the law is that he cannot collect the whole amount.

CHAPTER LVI.

1. If the third party is in charge of the property he is believed like two witnesses, even if the time has passed, but so long as he can return the property, he is still believed.

2. When the third party returns the property, he must do so in the presence of judges. If he does not return the property in the legal way, his credit will be spoiled, and he will not be believed again. He must get a receipt from the judges at the time he returns.

3. The executive has the authority to return any strangers property.

CHAPTER LVII.

1. It is sinful to keep a note already paid in one's possession. But if it is paid on account, he may keep it, but must make out a receipt or write it on the other side of the note.

CHAPTER LVIII.

1. A has a note on B. B claims that he paid the money in the presence of several witnesses. The witnesses affirm that they have seen B give money to A, but nothing was spoken of a note. The creditor claims that he collected money for a different debt. The note is therefore dismissed.

2. A owes B two equal sums of money, one debt covered by a note, the other without any; A pays to B one sum equal to amount on note, claiming note in consideration of such payment. B may discharge debt without note and still retain note as security for the other debt.

3. If the borrower sends money through the lender to give for another debt he can attach the money for his debt.

CHAPTER LIX.

1. A lender brings a note signed by a witness and notary, for collection; the borrower claims he has paid the note; the lender says that he is in doubt; the lender then cannot collect the note and must even return the signed note to the borrower.

2. If, however, the lender comes later and says he re-

reckoned his accounts and is certain that the borrower did not pay the note, then the lender is entitled to collect even from sold property.

CHAPTER LX.

LAW GOVERNING PROPERTY SOLD, NOT YET IN ONE'S POSSESSION.

1. If the lender comes to collect a note and he cannot find enough in the borrower's possession to make good the note, then the lender can place an attachment upon the sold property, but not on movable sold property. This is to protect business transactions. If the lender finds a note in the borrower's possession, he can make collection from the note, even if the borrower sold the note to some one else, providing the note is sold after the loan was made by the borrower; he can collect from the note.

2. Sometimes attachments may be placed on movable property. If the borrower sold or gave away all his movable property without leaving anything in his possession, then the lender has the right to place attachment even upon the movable property, because it then becomes obvious that the borrower has plotted to evade payment on the note.

3. If one makes an agreement to clothe or support another person for an indefinite length of time, such as a lifetime, then he must live up to his agreement.

4. If the promissee demands money as his share of the support and the promissor wishes to give him edible instead of the money, then the promisee has a right to demand his share in cash, except when the agreement states that the promissee is to share the support at his table, then the

promissor has the right to withhold the amount demanded.

5. If the promissee, however, does not wish to share the privileges of his table, then he is only entitled to the value of an equal share of each individual member, because it is more economical to provide for an entire family than to give individual shares.

6. If the promissee takes sick and requires more expensive support, the promissor must give him such support only as a healthy individual requires.

7. If the promissor dies in the meanwhile, then the heirs must fulfill the promise.

8. If a man makes a promise to part with an article which does not exist at the time of such promise, he will be held by his promise when such thing comes into existence.

9. A brought a note for collection. The note states that B owes money to C, and A claims that the money belongs to him, and C acted only as his agent. C confesses to same. If C did not act fraudulently in that affair, A is entitled to recover on the note.

10. If a woman, whose husband died and left real estate, the deeds of which is made out in both names, and she claims that one-half of the purchase price for said real estate was bought by her out of her own belongings that she has by reason of a devise from her own family, and if it appears that the woman is not a business lady or in any way connected with or acted in her husband's business, she will be entitled to one-half; if the deed to said real estate is made out all in her own name, she will be entitled to all such estate.

CHAPTER LXI.

1. If a note, which was duly recorded, is lost, the owner upon procuring a copy of such note from the recorder may recover on the note.

2. If a note is made payable to bearer, any one presenting same may collect on it, provided he proves that he was born at or before such note was made out.

3. A and B are in partnership in business, and they decided to dissolve same before an arbitration. A was the treasurer, and they agreed that A should deposit with the arbitration a $1,000 note because the arbitration found that the business when settled will not yield more than that amount. After a few days reckoning of the business was made, and they found that A is to give B $600 out of the sold business as his share. This amount is good on the said note even on sold property from the date said note was made out.

4. If A brings a note to B's heirs; the heirs cannot refuse to pay the note for the reason that the note was not presented for payment during B's life, but it is the duty of the judge to investigate the matter and if upon investigation he should discover some fraud, he may adjudge the note void. The same applies to a very old note, which was not presented for payment for some reason or other.

5. If a note is presented for payment to one who claims that he cannot read or write and did not know the contents of the note at the time he signed same, if his signature is attached to it, he will be held liable and this will be no excuse even if it is proven that he could not write or read.

CHAPTER LXII.

1. If a woman, whose husband died, or her elder son, are actively engaged in her husband's or his father's business, and they claim that any notes or real estate made out in their own individual names were procured for their own money and not for the money of the business or removable property in their possession, and belonged to them individually, in order to establish their claims, the burden of proof of such claims is upon them and their witnesses must prove such claims. Such proofs will be considered sufficient, if it is established that they found some money and applied it to the purchase of such articles, or that they got such money by gift.

2. In case such claimants died, and the heirs of the claimants wish to recover such property, the burden of proof is on the other side and their witnesses must prove that such property belongs to the business and not to them individually. If, however, it is well known that the property belongs to the business, such heirs must affirmatively prove that the property in question belongs to them individually and not to the business.

CHAPTER LXIII.

1. If one brings a note for collection, and two witnesses come before the judge and testify that the presenter of the note asked them to commit a perjury and they refused, it is the duty of the judge to see that the presenter of the note get the same two witnesses who saw the money given and signed their names on the note, or other two people who saw that the two witnesses signed their names to the note.

CHAPTER LXIV.

1. If one deposits notes for keeping with a bailee, upon the death of the bailor, if the bailee claims a debt from the bailor, the latter's heirs cannot get the notes from him unless the claim is discharged by them.

CHAPTER LXV.

1. If a bailee finds a note in his possession and he is uncertain as to who gave him the said note, whether the borrower or the lender and both of them claim that he deposited said note with the bailee, then the bailee has no right to return the note unless he discovers unimpeachable evidence which ascertains beyond doubt who the depositor of the note was.

2. If one has given a note and a pledge for the security of a debt, and the note is in the possession of a bailee, but he is uncertain as to who deposited said note, whether the borrower or the lender, in such case, even if the lender uses the pledge for his own convenience to be applied toward the payment of the said debt, he must immediately cease to use such property, and he must return such property to the borrower.

3. If one finds a receipt for rent, for instance, and the landlord claims that he simply made the receipt ready but has not got the rent yet, and the tenant, on the contrary, claims that he has already paid the rent and got the receipt for same, in such case, it is the duty of the finder not to surrender the receipt to either the landlord or the tenant, unless he ascertains beyond doubt, by overwhelming evidence, the truth of the affair.

4. If a receipt for the payment of a note has been found

in the possession of the lender, and the said note is destroyed or even found, for instance, in his wastebasket, showing such an utter disregard for the safe keeping of the said note, the receipt must be returned to the borrower, even in case the lender claims that he did not get paid for the receipt.

5. If the lender died, however, and in his papers the receipt for payment is found, or that some payments were made on a second note, such receipt, in the absence of contrary proof, is valid, and the executors of the lender are held bound by the receipt.

6. In case the receipt for the payment of a note is depoisted with a third party and he has in his possession also the original note for which the receipt of payment is found, and he says that the note was paid, he should be believed. If he has not the original note in his possession he cannot be readily believed, as the affair is in doubt, and should be ascertained. If he died, the affair is also in doubt and should be well ascertained.

CHAPTER LXVI.

1. If one wishes to sell a note which bears his name as payee, to a third person, he must write on a separate piece of paper to the effect that he empowers the said party with all the rights that he is entitled to by reason of such note, and he must personally deliver such note and such authorization to the third party.

2. If one sold a note according to law, he must bring the buyer of the note to the maker of the note and order him to pay the note to the buyer instead of him. If, however, after such notice, the maker of the note pays the

lender, the original payee, he must also pay to the buyer of the note, notwithstanding that he paid to the lender.

3. If one owes a lender a certain debt either on a note or on money lent without a note, and the lender orders the borrower to pay such debt to a third party who is present at such conversation, the borrower must pay it to the third person, and the lender cannot back out, even in case he makes the debt a gift to the said third party. This applies also to such a case as where even the third party was not born at the time the lender lent such money, upon which the debt is claimed, to the borrower.

4. In the aforesaid case, if the debt is upon a note, and lender in the presence of a third party orders the borrower to pay the debt to such third party, and the borrower later denies such debt, the judge may order the lender to produce such note to prove the debt, and when the borrower discharges such debt, the judge may order the lender to surrender such note to the borrower.

CHAPTER LXIX.

1. If one gives a note to the effect that he owes some money, the lender may collect on the note only on free property, or from the heirs, and if the two witnesses signed the note he may collect also from sold property.

CHAPTER LXX.

1. It is forbidden to lend money without witnesses, even to a learned man. The best way is to lend money on a pledge but a still safer way is to lend money on a note. The one who lends money without witnesses is like one who puts

a stone in the way of a blind man, *i. e.*, he encourages perjury.

2. If one lends money before witnesses, the borrower may pay the money to the lender, not before any witnesses, except in a case where it was expressly provided between the lender and the borrower that the money should be paid in the presence of witnesses only.

CHAPTER LXXI.

1. The lender may agree with the borrower before witnesses at the time of making a loan that the lender should be believed in all cases whenever he asks for the payment of the note, that the note was not as yet paid, unless the borrower has a receipt from the lender that the money for such note was paid.

CHAPTER LXXII.

1. If a man lends money on a pledge, he has no right to use such pledge; but if the lender lends money to a poor man and gets for it a pledge which will not be spoiled by use, such as a shovel, etc., then he has a right to rent it to another person, but not to use it himself, and to apply the proceeds for such use toward the payment of the debt on the pledge.

2. If one lends money or fruits on a pledge, whether he lent the money before or after the pledge was given, and such pledge is lost, stolen or destroyed, not through his fault, neither the borrower nor the lender can claim any money from each other. If, however, the pledge was lost, stolen or destroyed through the fault of the lender, then the lender must pay for the pledge deducting the amount of the

debt. If the borrower allowed the lender to use the pledge, and if subsequently the pledge is lost, stolen or destroyed, even if the lender is free from any fault or carelessness by reason of which such pledge was stolen, lost or destroyed, the lender must refund the borrower for the pledge, also deducting the amount of the debt due on the pledge.

3. If one gives a pledge for a debt, and the time of the payment of the debt arrives, and the borrower says that he has no money and that the lender may have the pledge, the borrower can later back out and will not be precluded from paying the debt and reclaiming the pledge.

CHAPTER LXXIII.

1. If one lends money, whether on a pledge or on a note, in the absence of an express statement as to the time of the payment of the note or of the debt on the pledge, as the case may be, the lender cannot ask for the money before the expiration of thirty days after the date of the note or making the loan.

2. If the time of the payment of a loan on a pledge arrives, and the pledge must be sold for non-payment of the amount due, the pledge must be sold in the presence of three appraisers, to appraise the worth of the pledge, and it is no more than right that the lender should not buy the pledge for himself, but sell it to some one else.

3. If the borrower permits the lender to sell his pledge for a certain sum, and the lender goes to some distant place and sells it for a bigger amount, then, if it appears that the lender specially went to that distant place to sell the pledge, he is entitled to the extra expenses attached to his going to that distant place; and the balance belongs to the borrower;

however, if he did not go there specially, the difference of the purchase price and that authorized by the borrower to sell the pledge, should belong to the borrower.

CHAPTER LXXIV.

1. If one lends money to another, payable at a certain time and can be collected at any place, even in a non-populated place, when the debt becomes due, and the borrower and the lender happen to be in a non-populated place, as for instance, in a wilderness, the lender may compel the payment of the debt, provided the borrower has more money than the amount what he will need for spending in taking him back to his city; if, however, the borrower under such circumstances, offers to pay the lender the debt in such an unpopulated place, the lender may rightfully refuse to take it, because of the danger he may encounter while carrying money in such unpopulated place. If, however, the parties happen to be in a city, that is, a populated place, other than their own city, the lender may also compel the payment, provided the borrower has more money than the amount which will require to take him home, the lender may not refuse to take money in payment of the full debt if the borrower offers to repay, even though when he has to go to his city he may have to pass unpopulated places. such as wildernesses or deserts.

2. If one lends money on a note, the lender cannot refuse to accept payments from the borrower as installments, provided the time for the payment of the note has not yet arrived. If the time, however, for the payment of the note has arrived, the lender may refuse to accept installment payments and demand the full unpaid debt.

3. Where one mortgages his two houses for a certain sum,

and half of the sum is paid, the mortgagees may rightfully refuse to discharge the mortgage on one house; he may either require the other half sum, and discharge the mortgage on both houses, or he may still retain his mortgage on both houses till the other half of the sum is paid.

4. The borrower cannot compel the lender to take some material or a pledge when his debt becomes due. The lender may require him to pay the debt in cash.

5. It is allowed that the borrower can pay the debts before the time of the note expires, except when the lender gives some reason; for instance, it is dangrous to keep the money, or derives some benefit from the loan.

6. If a man borrows paper money and after the government makes the paper money void, he can return the same money; however, if it stated that the borrower should return money, the lender may demand good money.

7. Brothers or partners, when they come to divide and they have some notes, they must be appraised according to the time and according to the credit of the debtors.

8. If they have only one note in their possession so they can auction between each, and either one may say to the other, "You may pay me half, or I will pay you half." After, when they divided the notes, and the notes are spoiled, the bearer must bear the loss.

9. If the borrower takes oath to pay on a certain day, and that day falls on a Saturday or a holiday, he must pay a day before. If the lender is not in the city, the borrower must have the money ready until he comes and is not allowed to make any use of that money.

10. If R has a note of B and R comes to the court

before the time expires and he says, "I find the borrower's goods and I want to make an attachment. I am afraid if I wait until the time has come, he may run away, or destroy it, all his goods, and later I will have nothing to collect from him." If the judge sees some good reason that his words are true, he can attach the goods.

11. The same is a verbal loan for a certain time. When the borrower confesses. If, when the lender sees he is a great spender and he has no real estate or he wants to go far away, the lender can ask the court for an order to compel the borrower to pay at once or give him a surety man. If the judge sees his words are sensible he may do it.

CHAPTER LXXV.

1. When a man claims from another $100 and the other confesses only for $50, he must pay $50 and swear on the other $50. If he has one witness testifying same, he does not have to swear, but if he denies the claim for $100, he must only have a light oath.

2. If the confessor for the half amount, puts the amount in cash on the same minute, he is not guilty to swear.

3. If nobody asks for the money and he himself confesses that "I once owed to your father $100 and I gave him $50; and I will give you $50," he is not liable to swear.

4. R says to B, "I owe you $100." B answers, "I am sure you do not owe me anything," even if R is certain that he owes him $100, he does not have to give him the amount because B pardoned him.

CHAPTER LXXVI.

1. If one borrows from two lenders $300; from one, $100, and the other, $200, at the same time, and when

the time has come to pay, each claim that he is the lender of the $200; borrower must pay each $200 because he should have remembered which loaned him the $200, therefore the borrower is to blame.

2. However, if the borrower gave a note on that $300 and the note comes from one hand, he must pay $100 to each one and the balance he must keep till they both bring good evidence

3. If one loans $100 in the presence of two, and when the time of payment comes both claim that he is the owner of the $100, the borrower must give each one $100, because he must remember which one loaned him the $100, so he is to blame.

CHAPTER LXXVII.

1. If two loan from one in one time in one note, or, if they take goods on credit from one, each one is surety for the other, and the one that paid all, can collect from the other, the half, and if one is not able to pay his half he can collect the entire debt from the other.

2. If one of the partners borrow some money for the business, the business is responsible for the credit even if the other partner was not present, but he must prove that the credit was for the partnership.

3. If two were surety for one borrower, the lender can collect from each the whole amount, and if he cannot obtain enough from one, he can collect the rest from the other.

4. If two suretys for one borrower and the lender pardons one of the surety, he can collect all from the other.

5. One borrows money from two lenders on one note and one of the lenders pardons all the debt; the other can collect the half because he is not allowed to pardon all of the amount.

6. Two borrowers borrow money from one lender on one note and the lender pardons one, nothing can be collected from the other.

7. If one borrower borrows from two lenders and the note is written in one name and the other whose name is not in the note comes for collection, he can be refused.

8. When two loan or deposit some money in one note in both of their names, and one comes to take his share, the borrower can refuse to give out the money on account of the other not being present.

9. If a wife borrows money, the husband is responsible for payment.

CHAPTER LXXXV.

1. R brought a note, endorsed by a notary, for collection of B and B claims that he bought a field from R after the note is due and it proved by the deed that the note is paid already for which I have a receipt and lost it, and that is evidence that I paid the note because, when not, why did you not take the money for your debt? If it is a custom in that locality to receive the money before giving the deed, then B is believed and if it is a custom in that locality to give the deed and after receive the money, then R is believed.

2. R brought a note endorsed by a notary for collection of B and B brought a note dated after R's note was due,

and B claims if your note is correct, why did you take the money for collection? B is believed.

CHAPTER LXXXVI.

1. If B loaned $100 to R and R loaned C $100, and R has nothing to pay B, B can go to C and collect the $100 which C owes R.

2. If the loan from B to R was verbal and the loan from R to C was with a note and C sold all the removable property and R confesses that he owes B the money, then B can collect from the sold property with the power of C's note to R.

3. If C claims that R was doing him a favor with the loan he promised him not to collect from him for a long time until he is able to pay, and if these words are not written in the note it will not be believed.

THE LAWS FOR OATHS.

CHAPTER LXXXIX.

1. By the Laws of the Holy Scriptures every time lays the swearing of the defendant to swear and not pay, only in this is the difference by the five that swear and take money.

2. The laborer 1. Rabt 2. Victim 3. Storekeeper with his book 4. In the time when the defendant is falsely convicted 5. The plaintiff must swear and take the money.

3. If the laborer does the work in the possession of the employer, the employee claims the money and the employer says that I have paid all or half, even if the whole amount of work was worth only one cent, the employee must

swear and take his labor money, even if the employer was under age.

4. If the doubt is in the price of the labor, for instance, the employer says, "I have hired you for $2 a day," and the employee says $3, consequently, the employee must bring evidence.

5. If a man gives to a laborer his coat to repair or anything in his possession and the employer says, "I hired you for $2," and the employee says $3, so the employer must bring evidence. If, later, the employee gives back the coat so the employee must bring witness.

6. If a robber came into a house and robbed, later there is a doubt, the owner says the robbery amounted to $100 and the robber says only $50, the owner must swear and take his money.

7. The owner can only claim such things that were possible to be in his possession. The swearing can be attended to by his wife, watchman or any member of the house.

8. When one gives to another a bag to watch and later for his gross negligence and it is stolen the owner says the bag contained gold and diamonds and the watchman says he cannot tell what was in the bag, there might have been paper or sand, the owner of the bag must swear and take the money. If there were such things which the owner of the bag possibly had.

CHAPTER XC.

1. If witnesses see that a man goes to a house strong and healthy and later when he departs the witnesses see that he was wounded, the owner claims that he wounded

himself and the visitor says that the owner wounded him, the visitor can swear and take money.

2. If according to the wounds it is understood that he did not do it himself, the visitor saves swearing.

CHAPTER XCI.

1. The employer said to the storekeeper: "Give to my employee $1.00 worth of goods"; and the employer confesses that he said so. The storekeeper claims, "I gave it to him already," and the employee says, "I did not accept it," then both of them must swear and take the money from the employer. If the employer is a minor, the employee gets the $1.00 and the storekeeper is not entitled to it.

2. In case one of them is not in the presence, for instance, the storekeeper or employee dies and one claims, then he can take the money without swearing.

3. In case the employer gives in cash $1.00 to the storekeeper in the presence of the employee and the employee was satisfied, the employer is not liable.

4. We can take evidence from books, for instance, R gives to C $1,000 for business without note and C dies without will and later it is found that he wrote in the book remembering that he received the $1,000. We must return the $1,000 to R.

5. A woman goes into a store for an order, and the storekeeper puts it into her bag, and later the storekeeper claims that she did not pay; the woman claims that she did pay; then the woman is believed as long as it is in her bag. In case she pays in advance and does not receive her goods and the storekeeper claims that he delivered the goods, then is the storekeeper believed.

CHAPTER XCII.

1. Any person whose oath is not trustworthy is not permitted to take any oath, light or severe; even if the plaintiff is satisfied to accept it.

2. What is an untrustworthy person?

3. If he had once denied knowledge of an affair and it was later discovered that he knew.

4. If something had been entrusted to him and he denied it.

5. If he had once sworn falsely.

6. If he had sworn that he would do it in the future and later failed to do it.

7. If he is untrustworthy as a witness, as stated in the "Laws of Witnesses" his oath too is not trustworthy.

8. If he denies a debt, so long as he did not take an oath he is trustworthy; but if he denies a trust he loses his reputation. If witnesses had seen the trust in his charge.

9. If he later returns the trust his reputation is clear.

10. A man can only lose his reputation through testimony of witnesses, not by his own confession.

11. If that same confessor is respondent and he swears to be free from liability, his oath is valid, but if he is one of the five who swears and takes the money his oath is not valid.

12. If the respondent is untrustworthy, the claimant must take an oath only on condition that he is absolutely certain of the claim.

13. If an untrustworthy person was a watchman gratis

and he states that his trust was lost or stolen, he has to take an oath. But his oath is not valid because he is untrustworthy, and the oath cannot be reversed to the claimant because his claim is not absolutely certain, then the watchman must pay for the claim without oath of claimant.

14. However, if the claimant is sure that he had seen the watchman make use of the trust, then the claimant takes an oath and has the right to collect the money.

15. If an untrustworthy person holds a note on orphans whose father had borrowed money, since the "Law of Orphans" states that no money can be collected from them without an oath, and since neither he nor the orphans can take an oath, the former loses all.

16. A man has taken an oath, and later witnesses testify that he is an untrustworthy man. If he was a respondent and his oath made him free from liability, the claimant takes an oath and takes the money. If he was claimant and took the money he must return it.

17. If an untrustworthy person is punished by the court and atones for his sins, he regains his trust both as a witness and in oaths.

CHAPTER XCIII.

1. The following persons can be given an oath even if the claimant is not absolutely certain.

i. A partner.
ii. An agent.
iii. An executor, appointed by the court.
iv. A woman who does business in her home or in a store.
v. Superintendents.

2. If a person is commissioned to buy or sell goods, even if he makes no profit but only comes to collect expenses from the sender, he can be given an oath.

3. If two partners are both active in the business, one outside and one inside, each can demand an oath from the other. If one is a silent partner, he can demand an oath from the active partner, but he is not liable to an oath.

4. In all the above cases an oath can only be demanded before everything is settled. After settlement there can be no claims of oath.

5. If, after two partners had divided up their business and there still remains a note on a customer, that note is to be equally divided. No oath can be demanded.

6. If, however, goods are left which have not yet been measured or evaluated an oath can be demanded.

7. If R invested $400 and B invested $200 and R was the manager of the business and claims that the business lost $500 and B doesn't believe it, R must take an oath that the loss is accurate and he is then entitled to the remaining $100 but he cannot demand the other $50 from B.

8. If R claims that B knows of the loss, then B can take an oath that he does not know it.

9. If B was a silent partner he can take a light oath that he is ignorant of the loss, and if he has access to the remaining $100 he is entitled to half of the $100 if it is in his possession.

10. If B claims that the firm is in debt $100 to X, if B has in his power to pay X the amount he is entrusted and the debt must first be paid and the reckoning made later. If it is not in his power to pay and R doesn't recognize

the debt, B cannot draw the money from R because it might have been a conspiracy between him and X.

11. However, if B claims that R knows certainly that the firm is in debt to X, then R has to take a light oath that he is ignorant of the debt and he is free from liability, but B must pay X.

12. If X owes the firm $100 in B's name and B claims that he had already collected the money and had invested it in the business or that he had given X several years extension, B is not trusted because it might be a conspiracy against R. If B cannot prove by evidence that the money had been collected and reinvested in the firm, he must pay the $100 himself immediately and X either is free from the debt, or B himself is responsible for the collection.

13. However, if the note is in the firm's name and is deposited with R, then even if B claims that he has already collected from X he is trusted only in half value of the note, while R can collect the other half either from X or from B.

14. If two partners sell goods on credit and get a note as payment, and they endorse the note and in turn use that to pay their bills, and then they have a division of the business, each partner has a right to demand from the other a guarantee and security on half of the endorsed note in case the note is protested.

15. If the partners divide their business and in it there is some money that was found and was invested in the business or they had some pawned goods which they sold, and one partner B says that he is afraid for trouble from the

owners of the found or pawned goods and demands a note for security from the other partner, he is not entitled to a note, but he must repeat the statement before witnesses who write down his statement and give the slips to B.

16. If R and B invest in a business and B takes in his brother for the welfare of the business with the knowledge but not with the permission of R and then at the division of profits R claims that nothing is due to B's brother because he, R did not give his permission, the law entitles B's brother to his profit according to his share in money.

17. If one partner sells goods on credit in a locality where it is customary to sell on credit, and he can prove that the credit was for the welfare of the business, he can take an oath and the other partner must assume half responsibility for the credit.

CHAPTER XCIV.

1. When the respondent takes an oath, then the claimant may impose further money claims upon this oath.

2. When the laborer takes an oath to collect wages no further claims may be imposed upon this oath.

3. Additional claims may only be imposed upon oaths based on certainties.

4. If the claimant wishes to impose too many claims upon the respondent and the latter offers to settle payment for first claims to save further embarrassments, then the court may intervene forcing him to pay all claims or take oath covering all claims.

5. The respondent has the right to impose oath upon claimant for additional claims after which respondent claims for same.

6. If the respondent offers to pay the debt immediately after the claim is made the claimant cannot impose additional claims upon him.

7. If the respondent offers to settle payment for the first claim and the court refuses, stating that he must pay all additional claims, he can take an oath even on the first claim.

8. If an oath is imposed upon an untrustworthy person, then he must settle payment for claims and no further additional claims may be imposed upon him.

9. When A may claim $100 and the respondent confesses $50 and he is in doubt on the other $50 and the claimant wants to impose additional claims on him, he is only liable to pay the claim for $100.

10. When a man claims $100 and the respondent confesses $50 and denies $50 and the claimant wants to impose additional claims on him, and the respondent states that he is in doubt as to the additional claims, he must take an oath on the $50 and is not liable for the additional.

CHAPTER XCV.

1. Only light oaths may be imposed upon land or notes.
2. The person in charge of land or note is not answerable in case of loss unless that loss be the result of negligence.

CHAPTER XCVII.

1. It is a command to borrow money to the poor; it is more of a command to borrow than to give charity. The poor relative comes before the strange poor man. A poor man of this city comes before the poor man of another city.

It is even a command to borrow a rich man and give him good advice in business.

2. A poor man is not allowed to be crushed for his debt when the lender knows he has not got any money, even to see him personally and make him feel embarrassed.

3. The borrower is not allowed to say that he has not got any money to pay when he has it.

4. If the lender knows the man to have such a bad character and borrows money and then does not pay, it is better not to loan him and then go to crush him.

5. When the lender goes to the court to take a pledge or to collect, the court must dictate the just law and not feel pity on the poor.

6. When it is necessary to take a pledge, the lender must not go himself, but must send a court messenger.

7. Even the messenger is not allowed to go in the house, but if he finds anything outside, then he can take it. Even on the outside he can take only what is not needed to make a living.

8. If the borrower of his own free will gives the messenger anything even from what he makes a living, he can take it.

9. We cannot take a pledge from the widow after the loan is made whether she be rich or poor.

10. We are allowed to go into the house of the surety man and take things from which he does not make a living.

11. For labor for him or for his cattle or for rent, we are allowed to go inside and take a pledge without the permit of the court.

12. When the time of the debt comes due and the borrower refuses to pay and we know that he has articles in the house to pay the debt, the court messenger is allowed to go in and take the articles to cover the debt.

13. When we know that he has not got anything we cannot compel the borrower to hire himself, make him work for the lender to pay the debt, and we are not allowed to arrest the borrower.

14. When we know that the borrower has money and refuses to pay, then we are allowed to arrest him and compel him to pay.

15. When the time comes for collection we cannot collect from his personal property.

16. We must appraise everything and leave for the borrower 30 days' support and clothing for 12 months, excepting the dear clothing. We cannot take the furniture, the pillows, the bed and we cannot touch things that belong to his wife and to his children.

17. Even if the wife has any material ready for garments we cannot touch it.

18. If the borrower was a laborer we must leave him two of each kind of tools.

19. For instance, if the borrower has one of a tool, we must leave him that one, but if he has three or more of the same kind of a tool, we must only leave him two of that kind and take the others.

20. We are allowed to take for the debt, 5 Scrolls of Law, books, even his seat at the synagogue, horses, yacht, etc., even if he cannot make a living without it.

21. If the wife borrows money for support when the husband is away, he cannot collect from the appraised goods. The money that she has for her dowry cannot be touched. including her trousseau—when the money is in her name.

22. However, if the borrower swore that he will pay, everything can be taken from him and it is his duty to sell everything to pay the debt. He must do everything to keep his oath.

23. Removable or not removable property must be left him according to the above law. And when the borrower agrees in the time when the loan is made not to have anything left him, the lender is allowed to take everything.

CHAPTER XCVIII.

1. A note endorsed by a notary even a very long time ago and not collected yet is valuable and the borrower must pay. Only the court must make some good inspection why the note was not collected before.

CHAPTER CXVII.

1. If a man gives a house or field as a mortgage for a loan and that house is destroyed by fire or flood, he can collect from other property, so long as this property exists; he can not give him any other property, except cash.

2. If he sold his property and has no other goods from which to collect, and the buyer of this property refuses to give him cash, he can take the property.

3. However, if the borrower said collect only from this house, he cannot collect from any other property. If the mortgaged house is sold and the loaner comes to collect

from the house and the buyer wants to pay him in cash for the loan, he can refuse the cash and demand the house.

4. In the case of a pledge the same law holds good as in a mortgage.

5. A mortgage made on removable property and said property is sold, the lender cannot collect it from the buyer.

6. In land the first payment must be made to the first lender, in removable property there is no first and if the last lender collects it, he has a right to it.

CHAPTER CXX.

1. If the lender demands his money, and the borrower throws the money in his presence, and after said money gets lost even if the lender ordered him to throw it, the borrower is still responsible; except if he says, "Throw me the money and be free from all liability." In that case even if he throws the money far from the lender, he still is not liable.

2. If the borrower offers the money and the lender refuses to accept it, and if the offer is made in a place where it is permitted to pay, and the borrower throws the money to him against his will, the borrower is free from liability.

3. If the borrower says to the lender, "Your money is lying ready for you in a separate package in my house, call and take it," and the lender refuses and then the money is lost or stolen, not due to the negligence of the borrower, he is free from liability.

4. If the borrower pays his debt to the wife of the lender, the payment is valid.

CHAPTER CXXI.

1. If the borrower, by written order of the lender sends the money through the messenger mentioned in the order, even if the messenger is a minor, or deaf, or an idiot and the money is lost, or the messenger denies having had it, the borrower is free from liability.

2. If the borrower is permitted by the lender in a written order to send it through his own messenger, and he sends a trustworthy man in a safe way, he is not liable.

3. However, if he sends an untrustworthy man or in a dangerous way, the borrower is liable because these means were not permitted by lender.

4. If the lender does not appoint a definite messenger but only gives a man his signature for identification and permits him to collect from the borrower, if the latter is willing to pay it, and the witnesses testify that the signature is genuine but that they can't testify whether the man is the lender's messenger, and the money is lost, the borrower is liable.

5. If the lender appoints a legal messenger and the messenger claims that he did not receive any money and the borrower claims that he did pay, the messenger must take a light oath in the presence of the two and he is free from liability. Then the borrower takes a light oath in the presence of the other two, the messenger and the lender, the two are free from liability.

6. If the messenger is not appointed by the lender but is sent by the borrower and the lender denies that he received the money while the messenger claims that he delivered the money, the messenger takes a light oath and is free from lia-

bility, and the lender, since he demands the money, must take a severe oath and he then has a right to the money.

7. If the borrower himself sees the messenger deliver the money, then the messenger is free from a light oath and can act as a witness that the money has been paid, then the borrower is not liable.

8. However, if the messenger comes alone to the borrower and says that he gave the money to the lender, he is not liable to any oath, also if the messenger has died and the lender comes alone to collect his debt, he is entitled to collect it only on his word of honor.

9. When a man sends a messenger with anything to pawn and the messenger forgot where he pawned it, or says where and the pawnbroker denies it, it is negligence on the part of the messenger and he is liable to pay for it because he must remember where he pawned it or it was his duty to pawn it before witnesses.

10. However, if the owner tells him where to pawn it and the pownbroker denies it, the messenger is not liable to pay.

11. R comes with a message from B to collect from A $50 and he collected it and B claims that he sent him only for twenty and he only brought him twenty. B must swear that he only got twenty and that he only sent him for twenty and then he can collect the balance and R must swear that he received $20 and he gave to the lender, and then R is free from liability.

CHAPTER CXXVI.

1. R had $100 by B. Either a loan or a storage and R says to B, "Give the $100 to C," in the presence of these

three whether I give it to C in payment of a loan or for a present, it is legal and R and B cannot back out. R cannot pardon B even if C was born after R loaned the money to B.

2. However, if R hasn't any money by B and B undertakes to pay C $100, B can back out even if he started to pay. If B gave the $100 to C he is entitled to collect it from R.

3. If R has in storage by B one ton of wheat and R says in the presence of the three, "Give C $50 because I have a ton of wheat in your storage," and B promises and after B backs out. If R says, "Give C $50 in cash," C is not entitled to it because B can say that it is not my duty to sell the wheat and pay your debts, even if C says he wants $50 worth of wheat, B can say he has no command from R to give wheat.

4. However, if R doesn't mention cash, he says only "Give C $50 from the wheat," C is entitled to take $50 worth of wheat.

5. If the wheat was a loan by B and C wants $50 worth of wheat, he is entitled to it.

6. If the third party was not there then both can back out.

7. The transaction of the three parties is not valid unless the third party says to the lender, "I release you," but if he doesn't say this, he can go back to the lender when B, borrower, refuses to pay him.

8. If, at the time of the transaction C finds that B is poor, the transaction is invalid, but if at the time of the transaction B was rich and later he became poor the transaction is valid.

9. If B claims after looking over his account that he doesn't owe R anything and he says that I made a mistake in my confession, B must prove with witnesses that he tells the truth, then he is not liable, and if he cannot prove this he is liable.

10. If R confesses that B made a mistake in $100 which he paid to C, if R is a man from whom it is possible to collect the $100, his statement is believed, if, however, he has nothing from which to collect even if he has one witness, R's statement is not believed.

11. If the $100 had been given to C as a present R's statement is not believed even if he has property, and B can claim the money from R because of his confession.

12. If C confesses that B has made a mistake and R denies it, then B is free from an oath and R must take an oath if the money had been in payment of a loan but not if it was a present.

13. If R says to B in the presence of the third party, "Give to C $100 in payment of my debt," and B had started to give C the money and then in the midst of his payment B discovers that he had made a mistake, C is entitled to the money he already has in his possession.

14. R ordered B to give to C $100 as an advance payment in rent from the rent which he must pay to R and B undertakes to pay it. Then B decided to move from the house and he refuses to give the money to C, B must give the money to C because he moved of his own accord.

15. R ordered B to give money to C in the presence of the third party and B gives a surety man instead, even

if there was no ceremony of agreement, the surety man is valid.

16. The law of the third party is not valid through a messenger.

17. The same law holds good of an executor as of a messenger.

18. The law of the third party is not valid through writing.

19. A husband can collect his wife's debts incurred before marriage without the ceremony of the third party law.

CHAPTER CXXVII.

1. If a husband borrows money from his wife and later divorces her, she cannot collect the money, except if she can prove that the money had been given her on condition that the husband should have no part in it.

CHAPTER CXXVIII.

1. If a man pays money to the lender without the borrower's permission, even if he takes the pledge into his possession, he must return the pledge to the borrower who not needs to pay back the money. However, if the voluntary payer owes money to the borrower he can keep the money as payment of his own debt.

2. If a man spends money to release another man from prison even if there was no agreement between them, the released man must pay back the money.

LAWS FOR SURETY.

CHAPTER CXXIX.

1. If a man loans money on a note, and after the loan is made another comes and says, "I will be surety for the loan," he is not liable to pay except when he makes some ceremony of agreement (Kabolath Kinion); being immaterial whether he says it in the presence of the judge, or between him and another.

2. When he says that I will be surety for the loan in the time of giving the money he is guilty without ceremony of agreement (Kabolath Kinion).

3. However, if the court compels the borrower to pay the debt, and the surety man comes and says, " I will be good for the loan," he is liable without ceremony of agreement.

4. If the man says, "Loan him," without saying I will be surety, he is also liable.

5. If on account of the surety man he has returned the pledge or the note to the borrower he is liable to pay without ceremony of agreement.

6. If the surety man, after the loan is made signs his name to the note even before the witnesses have signed, must have a ceremony of agreement. Then he is liable.

7. The lender must first go to the borrower for payment of the loan and when he finds that he cannot collect because he is poor, then he appears in court, and must swear that the man owes him the money, and has nothing to pay. Then the court gives him a permit to go to the surety man for collection.

8. The surety man gets 30 days time for paying.

9. If the borrower is not present, but is within the distance of 30 days' journey back and forth, then the court must send a messenger to notify him. But if he is further than the above specified distance, it is not necessary to notify him, he can collect it direct from the surety man.

10. Even if the borrower has some goods in another city, and the expense to get that goods will be more of an expense than the amount of the loan, then he can collect from the surety man.

11. The lender has the privilege to take promises from the surety man to believe him in any time when he says that the loan is not paid.

12. If that is a verbal loan he cannot collect from the surety man without notifying the borrower, because he can claim he paid the loan except when it is in the middle of the time of the loan.

13. If the borrower is dead he cannot get paid from the surety man except when it is in the middle of the time of the loan or the borrower confesses before his death that he owes the debt.

14. If the lender says by the time of the loan from which party I will be satisfied to get paid can be collected from the surety man even if the borrower has some goods.

15. It gives some surety man (Kablon), for instance, when he takes the money from the lender and gives same to the borrower such a surety man, the lender can collect from him before he goes to the borrower and the borrower is not believed that he paid the loan.

16. If the lender comes to collect from the (Kablon) and he says that he lost the note and the borrower confesses that he did not pay. The (Kablon) says maybe the borrower paid you and he tore the note and conspired to force from me the money; the Kablon is not liable.

CHAPTER CXXX

1. The surety or Kablon, if he paid the lender in the presence of a witness before he found out that the borrower has not paid and the borrower claims that he paid already, he is not liable to the surety man.

2. The surety cannot get paid from the borrower even he has the note in his hand until he brings the witness that he paid the lender in his presence.

CHAPTER CXXXI.

1. If he promises to be surety for the loan and makes ceremony of agreement, he can back out before he gives the money and afterwards if the lender gives the money, then the sureety is not responsible for them.

2. The surety man, after he gives the money and if he makes some ceremony of agreement, he cannot back out.

3. The surety man or Kablon, when he notifies the lender when the time has expired to collect the debt from the borrower or to pardon him from the surety because the will go bankrupt, and the lender did not mind and gave the borrower more time for the loan, in the meantime all the goods of the borrower are destroyed and he is not able to pay that debt, so the surety man is not liable.

4. When the borrower has ready the money for the

loan and the surety man sends for the lender to take his money and he refuses to take the money and later the loan is lost, consequently the surety man is not liable.

5. If a man promises to bring the defendant to the trial and fails to do so, the judge can place the sum which the surety man must pay if a certain sum was not mentioned in the promise.

6. If somebody says you will be good for the loan and I will be good for you, is that liable without ceremony of agreement?

CHAPTER CXXXII.

1. When a married woman, when she was surety for a loan, she is not liable to pay, except when her husband dies or she is divorced When a minor gives surety he is not liable even when he is grown up.

2. A widow when she is surety and later she marries, the money can be collected from the dowry she brought to her husband if that is a loan with a note.

3. When two was surety to one loan the lender can collect from which one he chooses.

4. When one surety man paid all the debts he can collect from the other surety man half.

5. If one was surety for two borrowers when he paid to the lender he must notify for which party he paid, because he will know from whom to collect his debt.

CHAPTER CLXXVI.

1. A partnership cannot be contracted verbally. There must be a form of agreement.

2. If both gave merchandise to form partnership stock, they must make a formal agreement or mix together their merchandise, or hire a single place for the goods, then the partnership is valid.

3. If both have money to invest, they must deposit the money together in one purse and start business, and then the partnership is valid.

4. If two laborers form a partnership to share their wages equally, not even a formal agreement is necessary. They cannot repent concerning division of past profits, but they can dissolve the agreement with regard to future profits.

5. If the stock of each partner was previously appraised on condition that each one should put in an equal share, and then it is found that the appraisal was incorrect, the partnership can be dissolved, if the error is more than 1-6 per cent.

6. If, however, the merchandise had not been previously appraised, and then it is found that one had invested less, the partnership is valid, and the profits are to be divided equally and the fund by shares.

7. If one partner invested $100 and the other $200 both the profits and losses must be divided equally.

8. If both invest unequal shares of money, and then the money depreciates through a government edict, the loss is here shared in proportion to the amount invested.

9. If both invest unequal shares of merchandise and the merchandise is ready and increases or decreases in velue, both the gain and the loss must be shared in proportion to the amount invested.

10. If it had been before stipulated that a certain definite share of profit and loss should go to each partner, the stipulation is valid.

11. If one invests $100 and the other $200 and then the entire $300 is lost, which means an equal loss of $150 for each partner, the partner who only invested $100 is not liable to make up the difference of $50 from his own pocket.

12. If the partnership exists longer than stated in the agreement, or if the business is conducted differently than stated in the agreement, the profits must be divided in proportion to the amount invested.

13. At the time when a partner is in charge of the merchandise, the law holds good as in the case of a paid watchman, *i. e.*, he is responsible for burglary or loss.

14. If a man hires a driver and horse to carry goods, and he starts out alone with the driver and then the horse and wagon with the goods is stolen, the owner of the goods is not responsible for the horse, and the driver is not responsible for the goods, because they both started out together.

15. Therefore, if two partners start in business together, even if one leaves the place later, and then some goods are stolen or lost, the partner is not responsible.

16. If one of the partners, B starts to attend the busi-

ness alone and then he is joined by the second partner, R and then R leaves and some goods are stolen or lost in B's charge, B is liable. If, however, B leaves and goods are stolen in R's charge, R is not liable because when he started B was with him in business.

17. If R and B divide up their business, and R leaves B a certain amount with which to pay a debt, and that amount is stolen or lost, B is responsible.

18. If, however, B also leaves R an amount with which to pay another debt, both are responsible for equal shares of total debt.

19. A partner is forbidden to transact business differently than the rules of the locality state. He cannot do other business, he cannot leave the city, he cannot sell on credit except with the permission of the other partner.

20. If the partner had notified him that he shouldn't do any of the above mentioned things and he does not follow his partner's order, if there is a loss he is himself responsible, if there is profit it must be divided.

21. For instance, if the partner had ordered him to buy wheat and he bought barley; if there is profit both must share, if there's a loss, the buyer himself is responsible for it.

22. If one partner insists on the immediate sale of the goods and the other insists that they should wait until a certain time when there is a better market. If he sells it before market time and then the goods rise in price, he is liable to pay the difference. If, however, he sells it on the market time and then the goods rise still higher in price he is not liable.

23. If there is no set market time he does not have to wait, but can sell immediately.

24. If a set time has been agreed upon for the dissolution of the partnership, it cannot be dissolved before that time.

25. If no set time had been agreed upon, it can be dissolved at any time.

26. If the goods are not divisible, as for example, a house, and it must be sold, one can insist that they should wait until market time.

27. The division of merchandise must be made in the presence of both partners and three expert appraisers. If there were less than three, the division is not valid.

28. If there is cash any partner can draw out his own share without the need of the second partner's presence, so long as he leaves his share behind in court.

29. If one partner dies and the widow does not wish to continue the partnership, it can be immediately dissolved even if there is a set time.

30. If one partner falls sick and cannot assist in attending the business, the other partner can dissolve it.

31. If one partner leaves the city on business and cannot return on account of some accident, he is still entitled to his profits of the business.

32. If there is an outstanding debt to be paid to them at a certain time, and one partner insists that the partnership be dissolved before that time and that the debt be divided up later when collected, the partnership can be immediately dissolved and when the time for collection of the debt comes they can divide it up.

33. If there are several outstanding debts, they must be appraised according to the time due and according to the trustworthiness of the creditor and then it is divided equally. If later one of the creditors whose note is in possession of one partner fails to pay, the other partner is not responsible.

34. If the partners owe a debt to be paid at a certain time, and one partner insists that the business be divided and the debt paid before the time, the other partner can insist that the business stand, and that the money should be used in the business until the time for payment comes.

35. Even if the other permits him to keep the money, until it is due and do business with it himself and then pay the debt, he can compel the other to stay in the business with him.

36. If one partner sends out the other to transact some purchases or sales, the latter must carry out the transactions in full because that is equivalent to agreeing upon a set time for dissolution.

37. If two partners have a claim upon a third party and one succeeds in having him take an oath before the court, the other partner cannot demand a second oath because the first one was valid for both partners.

38. If the partners have a claim upon the third party for money and one goes to court and loses, the law is as follows: If the other partner was in the city he has no claim, if he was out of town he can demand a second trial.

38. If both have a claim upon a slow payer for $200 and then one partner collects $100 and wants to take it for himself, telling the other partner to go and collect the other

half of the debt, the first collected $100 must be divided between the two.

40. If the outstanding debt can be collected from the slow payer only at an expense, and one partner refuses to give a share of the expenses, the other partner can stand the entire expense and keep the entire amount collected for himself, if that amounts only to his half of the debt.

41. If, however, he collects the entire amount, he can deduct his expense but must divide the remainder equally.

42. If two bankers, R and B, agree to lend out collectively twenty million dollars and then the borrower takes ten million from R and states that he doesn't need the remainder, and R says to B, "give me half of the loaned amount and we'll be partners in that," and B promises to give it at a later time, B dies the heirs are entitled to a share of the interest when they gave half of the amount.

43. However, if B had stated that he would not give any money, his heirs are not entitled to the interest.

44. If one partner works alone and the other has some help, from his family, he is entitled to charge for the labor of his help.

45. If two partners, R and B, do not draw separate wages but they share all living expenses together, from the business, and then R finds out that B has a separate amount which he didn't have before, and B claims that it belongs to some one else, by name C, his claim must be proved by witnesses. If B dies, C must prove that it belongs to him.

46. If one partner sends the other to buy or sell goods and he is arrested on the way, the other partner is not re-

sponsible for any amount he might incur in getting his freedom.

47. If one partner loans an article to C, without the permission of the other partner, and that article is lost, the other partner can collect it either from C or from the first partner.

CHAPTER CLXXVII.

1. If one partner, whether a stranger or a brother of the firm gets a good political position, and the other partner or brother can prove that he secured the position, because of the renown of the firm or the father and not altogether on account of individual skill, although he might be a very clever man, the salary must be invested in the business, but he must get a larger amount of salary out of the business on account of his labor.

2. If a father leaves a business to his sons, and one of the sons, who is the sole manager of the business, falls sick, if he became ill through his own carelessness, and the amount necessary for cure is a definite amount, he must pay it himself. If not through his carelessness, all must share in the amount needed for his cure.

3. If, however, all take an equal part in conducting the business, if each one draws a separate salary he must pay for his cure himself. But if they draw their living expenses together they must all share in the amount if there is no definite amount.

4. If one of the partners secures a reduction in the taxes from the tax department he must share the profits with the partner. If, however, the tax department had declared that it was only for the one, it belongs only to him.

5. If two partners are attacked by highwaymen and it is certain that the money would be lost if not for the heroism of one of the partners, if he made no statement at the time of his resistance, the money belongs to both partners. If, however, he declared that it is for himself, he is entitled to the entire sum.

CHAPTER CLXXXII.

1. In every case the messenger is like the sender, except on a criminal mission, when the messenger knowing that it is a criminal mission, the messenger himself is responsible.

2. If a man sent his comrade to bring his horse from the stable and he brought the horse; later he found that the horse was stolen and the messenger did not know, then the sender is liable.

3. The buying and selling of land and removable property through a messenger is valid even without a ceremony of agreement nor with witnesses. Witnesses are only necessary when some one denies it.

4. Therefore, when a man orders another to buy property to which he will be a partner he cannot back out.

5. If a man, stating that he is a messenger, violates the orders of his sender the deal is invalid.

6. However, if he did not state that he is a messenger the deal is valid but the sender is not responsible for it.

7. If a messenger first stipulates with his sender that he should have full power to act, any deal he carries out is valid.

8. If a man sends out a salesman and agrees to pay his

expenses, and the expenses turn out absolutely unreasonable, he need not pay him only medium amount.

9. If a salesman cheats the buyer it is the same as if the law, if owner himself did the cheating.

10. If a man sends a messenger to buy a field and the seller says, "I will sell you the field on condition that you will return it in the future if I will have money," and the messenger says, you and my sender are good friends and you'll settle it between you; he must return the field in the future if the seller has the money.

CHAPTER CLXXXIII.

1. A man gives a messenger an order to buy merchandise and the latter fails to do so, but in the attempt has spent his own time and money, the sender can have only blame the honor of that messenger.

2. Suppose the messenger, seeing that the goods are a bargain puts aside the sender's money and buys it for himself for his own money, his deal is valid but it is a blemish on the messenger's character.

3. If he buys it for the sender's money it belongs to the sender.

4. If a messenger is ordered to buy wheat and he buys barley or vice versa, and then if the article he bought falls in price, the messenger must make up the loss; if it rises in price, both the messenger and the sender share the profits.

5. If a man sends a messenger to buy a certain stated quantity of wheat, and the seller gives him a bonus, he must share it with the sender.

6. If the quantity was not stated the bonus belongs entirely to the sender.

7. If the seller by mistake gave the messenger a greater amount than ordered, the surplus belongs entirely to the messenger.

8. If the seller says to the messenger, "Here's a bonus only for yourself," it belongs entirely to the messenger.

9. If a man is given a certain amount of money to settle with the creditors for 50 per cent. and he settles for 25 per cent., he must return the remainder to the sender.

CHAPTER CLXXXIV.

1. If three men give a messenger money to buy merchandise and he buys only for one; if the money was in three separate packages the merchandise belongs to the one for whose money it was bought. If the money was mixed together, the merchandise must be divided between the three in proportion to the amounts they had given the messenger.

2. If the messenger states that he buys only for one, the merchandise belongs to that one even if the money was mixed.

3. If R buys a field from B and says he is a messenger for L and he writes the deed in L's name, he cannot compel B to write another deed in his name.

4. However, if he stated to R or to witnesses that he buys it for himself but wants the deed in L's name to conceal the purchase, he can compel B to change the deed to his name.

CHAPTER CLXXXV.

1. If R orders B, an agent to sell an article for no less than $100 and the agent sells it for $50, in that way that he cannot bring a lawsuit against the buyer, he must pay R the difference.

2. If he sold it for $200 the surplus belongs to R.

3. The agent is forbidden to buy the article for himself.

4. If R claims that he ordered the agent to sell it for no less than $100, and the latter claims that he was given the right to sell it for $50, the agent must take an oath, and not liable.

5. If, the agent had stated to the buyer that he is R's agent, the entire deal can be made void.

6. If the article while in the agent's possession is lost or stolen, the agent is liable.

7. If R ordered his agent to sell a diamond ring and the agent loses the diamond, the agent must swear that he didn't retain it for himself; then R must take an oath as to how much the diamond was worth and the agent must pay it.

8. If R orders an agent to pawn some article, and the agent loses the ticket, and doesn't know where he had pawned it, the agent is liable for the loss.

9. However, if R sends the agent to a certain pawnshop and then the pawnbroker denies the goods, the agent is not liable.

10. If the agent gives the article to be tested and then the tester denies having it in his possession, the agent is liable.

Likewise, if he sells it for credit without permission from the sender, and then the buyer fails, the agent is also liable.

11. If a marriage-broker makes a match and he demands the commission at the engagement, it depends upon the rules of the locality. If the rule is to pay at the time of the engagement he must be paid then. If there is no rule the party has the right to refuse payment till the wedding. If the engagement is broken, the marriage-broker loses his commission, except if he had stipulated before that he must have his commission at the engagement.

CHAPTER CLXXXVI.

1. A man takes jewelry from a jeweler to send to his bride, and he stipulated that if the present is satisfactory he would pay, and if not he would return the goods, and pay a small amount for the honor and an accident happened on the way. If the accident happened on the way to the bride, he is liable. If, on his return, he is not liable. If it was stolen or lost, he is liable.

2. A man takes goods on memorandum on condition to pay for it if he sells it, and to return it if he doesn't sell it. If the goods are stolen or lost he is liable. If there is an accident he is free from liability.

3. However, if it is the kind of article that sells easily he is liable even in case of accident.

CHAPTER CLXXXVII.

1. Any messenger who claims that an accident happened to him must take a watchman's oath and he is free from liability.

2. If the accident happened in a place where it is pos-

sible to get witnesses he must bring witnesses. If he fails to do so in such a case he is liable.

3. A man ordered a messenger to buy 400 barrels of wine and when they delivered the wine it was tested and found to be spoiled. It was decided that since it was such a large quantity, people would have known if it turned sour on the way, and the messenger must therefore bring witnesses to prove that it was not sour when he bought it, because it is permitted to the sender to have suspicions on the messenger that he bought spoiled wine for a reduced price.

4. A deaf man, a fool and a minor, whether male or female, can neither appoint nor be appointed messengers.

5. Therefore, if a man sends a minor with a bottle and a half dollar to buy oil for a quarter and to bring a quarter change; and the storekeeper gives the minor the oil and the change, and the minor had broken the bottle of oil and lost the change, the law is as follows: If the sender had not expressly stated that he wants the article delivered through the minor the storekeeper is liable to pay the 50 cents but not for the bottle, because the sender risked the bottle before, on the way to the store. If he had expressly stated to send the article through the minor the storekeeper is free from liability.

6. If a man while acting as another's messenger, has an accident on the way he can have no claim on the sender.

חשן המשפט

JEWISH CODE OF JURISPRUDENCE

ELEMENTS OF THE

TALMUDICAL, COMMERCIAL and CRIMINAL LAW

BY

RABBI J. L. KADUSHIN

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אורים ותמים

PART II.

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THE LAW FOR BUYING AND SELLING.

CHAPTER CLXXXIX.

1. The transaction of buying and selling cannot be valued by words alone. For instance, if a man promises to another that he will sell him an article, but so long as he does not give a deposit or makes a form of agreement each one can back out even though witnesses exist to the purchase.

CHAPTER CLXXXX.

1. The money can be given in different ways. First, that he give the money to himself; secondly, the seller may instruct the buyer to give the money to another person. If the buyer is a noble man, even if the seller give money to the buyer, can be valid because the person's consent will serve as deposit on the article and the deal is valid.

2. The transaction for the sale of real property can be valid with a cash deposit, or by a written agreement that he sold the house or a form of agreement.

3. If R. bought a house for $1,000.00 and he gave $100.00, and the seller is not anxious for the money, the deal is valid and the balance is governed like any other debt. However, if the seller is anxious for money and he claims the balance, even if the amount of hte balance is $1.00, so long as the bill is unpaid, the deal is invalid.

4. If the buyer does ont settle the balance in the time when the seller is anxious for the money, the latter has the privilege to return the deposit in cash or in common real property.

5. If the seller backs out, the buyer has the privilege to

demand cash for the deposit or in real property at the previous value. In such a manner the disagreeing person will allow the others to benefit.

6. If the court understands that the seller sold his property on account of bad condition, then even if he demands the balance, the transaction is valid, because he fears the buyer may back out on account of the bad condition, and neither the buyer nor the seller can back out. The same law holds good if the seller sells his property because he moved to another city.

7. If one sells cattle and accepts a deposit, and the cattle is in the possession of the buyer, and the seller is anxious for the money, the deal is invalid, and must return the deposit in cash, because cattle cannot be divided.

8. R. bought from B. an article for $100.00, and he paid for it. Afterward B. proved that R. paid him ten dollars less. The deal is valid, and R. must correct his mistake.

9. If a man is in trouble and he therefore sold his property, then after the trouble is past he can back out.

10. If a man bought property, and he received a record of sale and if afterward, if a disagreement arises when the seller demands payment. The buyer claims that he paid and the seller denies it. The law of the decision is governed by the custom of the locality. If it is proper to give money before the writing of the agreement the buyer is believed.

11. R. sold a house to B., the sale should be in effect after thirty days, and the money was deposited with a third person. The money is lost in a manner not by the agency of the buyer or seller, and they are not responsible. If the seller stipulated "from this day and after thirty days" the

deal is valid and the article belongs to the buyer; and if it is not stipulated "from this day," the deal is invalid.

12. If a man promises another that he will sell him an article at a certain price and the buyer marks his article, with the seller's consent, that it should be recognized as his, then if it is the custom of the locality to buy goods with a mark, neither the buyer nor the seller can back out.

CHAPTER CCI

1. All that is approved as custom in the business world in manner of settlements, for instance, the handshake or the mark, or the presentation of the key, is valid.

2. R. sold an article to B. for the debt that R. owed B. Then neither the buyer nor the seller could withdraw from his bargain.

3. R. owes to B. $100.00 and B. promises to sell to R. an article for $100.00, and after B. receives the cash, he took the money for his debt. He cannot be compelled to give him the article, except when he give him other $100.00.

CHAPTER CCV

1. If a man is compelled to sell an article, removable or not removable, and he received the money, the deal is valid. But if he previously acknowledged to understanding witnesses that he is compelled to sell, the deal is invalid, and may be broken by the presentation of the witnesses' written notification.

2. The victim of a forced present may cause witnesses to explain the method of force. Even the witnesses not knowing surely the force.

3. If he proved that an article was robbed or stolen from him and he bought the article because he needed it for use, he must only prove his innocence.

4. The witnesses to the deed of the compeller may be witnesses to the notification agreement, even if the seller says in their presence that he sells the article with his good will, the notication is valid.

5. If the seller is anxious for money he is not permitted to write any notication agreement.

CHAPTER CCVI

1. If a written option is given to a man on property for a certain sum and for a certain time, and if he sold it to another in the specified time of the option at the same price, the bargain belongs to the holder of the option. However, if he sold it for a bigger sum it belongs to the actual buyer.

2. But if it is stipulated in the option that the holder will receive the property at the given price, even though another raises the price, the property belongs to the holder of the option.

CHAPTER CCVII

THE LAW OF SELLING PROPERTY WITH A STIPULATED POINT.

1. If one sold unremovable property and stipulated a point in the bill of sale, and if the point is agreed to, the deal is valid; and if it is not agreed upon the point, the deal is invalid.

2. R. sells property to B., and he stipulated that he

sells the property because he decided to go on a journey, or because he needs the money for business, and afterwards he changes his mind or he does not require the money, the deal is invalid. However, if there were no stipulated points or conditions in the bill of sale, even if we understand the cause, the deal is valid.

3. R. sells a house to B. and stipulated that B. should return the property to R. when he will be able to return the money. The seller can return the money and take the property back, but cannot claim the rental.

4. If R. gives a deposit of $1,000.00 to B. on a bill of sugar, and R. stipulated that if he backs out he should lose the deposit; and B. stipulated that if he back out he will give him double the amount of the deposit. If R. backs out, the deposit is lost. But if B. backs out R. can demand the return of the deposit in cash or in merchandise. However, if B. sealed the agreement by handshake, or vow, he must pay the $2,000.00.

CHAPTER CCVIII

1. If R. sells to B. an article which is not in his possession, at a certain price, and no market price existed, then if the price is advanced B. need not accept the merchandise. But should it be offered to him at the original price he must accept the goods.

CHAPTER CCIX

1 R. sells to B. a cellar of wine at a certain price per gallon, even if both do not know the quantity of wine, the transaction is valid. However, if it was sold in bulk the deal is invalid.

CHAPTER CCXXVII.

1. It is a sin to fool a comrade in business, in buying or in selling.

2. If a man sold an article worth $6 for $5 or the worth of $7 for $6 or the worth of $5 for $6 or the worth of $6 for $7, the transaction is valid, only he must return the overcharge.

3. If the $6 worth was sold for $6.50 he must not return the overcharge.

4. If a $6 article is sold for $7.05 or something more than $7, the buyer can back out of the transaction, but if the buyer is satisfied the seller cannot back out of the transaction.

5. The overcharged is allowed time to back out till he can show it to his friends or to the expert, if he keeps the article longer than the required time he cannot back out, except he can prove that he was in some danger.

6. The seller can back out in a longer time because the article is not in his possession.

7. The seller is not allowed to back out for a different market price or if he sold, the article, because he was broke, he cannot back out.

8. If the dealer says before I know that the article is only worth $6 and I charge you $8 and if you like it, take it, and the buyer is satisfied he has no claim afterwards.

8 (a) If he sold article worth $5 for $6 and rose to $8 he must return the money so overcharged.

9. The owner that sells useable things, and the buyer knows that he is the owner of those things, there is no claim for overcharge.

10. If the dealer sells the article on trust profit, there is no claim for overcharge.

11. Selling of earth or notes, even if it is worth $1,000 and he sold it for $1 or $1 for $1,000, there is no claim for overcharge.

12. In renting houses there is no claim for overcharge.

13. If a man hired a comrade to do work in earth or in removable property, there is no claim for overcharge.

14. If a man hires a truckman, with the horse, there is a claim for overcharges, on the part of the horse.

15. If a man hires tools or cattle for work, there is a claim for overcharge, even a long time after the work is finished.

16. If a man gives a coat to a tailor to repair and he is a job-worker, there is a claim for overcharge for both parties.

17. Brothers or partners divide removable property, there is a claim for overcharge.

18. But if they divide earth there is no claim for overcharge. But if there is a mistake in the measurements, or in the counting or weighing or it is divided by a messenger. then the dividing can be destroyed.

19. R and B, brothers, divided two houses with promises that the party that takes the corner house will open a door to the street. After the city officials forbid them to open the door, it is allowed to that party to destroy the division.

CHAPTER CCXXVIII.

1. It is a sin to fool a man in words, for instance, if you are walking in a forest and you direct a man in the wrong way when you know the right way, The Holy Scriptures say, "Don't direct the blind man on the wrong road."

2. It is a sin to fool a wife, because a woman's tears flow easily.

3. It is forbidden to call a comrade nicknames, for slander, even if he is used to it.

4. It is forbidden to sell an article with a damage to a customer, except when you notify him.

5. It is forbidden to sell meat that died of itself for slaughter meat, even to a Gentile, that doer is liable to punishment.

6. It is forbidden to blow wind into cattle or to give them a special water to make them look fatter, or to paint clothing to look like new.

7. It is forbidden to mix bad fruit in good fruit or to put water in wine and to sell for pure wine, except when he notify the customer.

8. A storekeeper is allowed to give souvenirs or to reduce the prices from the goods so that many customers will buy from him and the other market people cannot forbid him.

9. It is forbidden to mix yeast in wine or in oil.

CHAPTER CCXXIX.

1. If a man sells to his comrade wheat and the buyer finds a quarter of a bushel peas in the wheat, or he sells

barley and he finds a quarter of a bushel dust in the barley, or if he sells ten figs and he finds one rotten there is no claim.

2. If there is more the dealer must exchange all for good ones.

3. If the custom in the locality is that he sell everything pure, he can claim for less than a quarter.

4. If the custom in the locality is that he sell adulterated, even if there was half dust, there is no claim. Therefore, if a man picks out of the wheat the dust he is liable to pay for the same measure in wheat.

CHAPTER CCXXX.

1. If a man sells his comrade a barrel of beer and the beer gets sour within three days, the responsibility falls on the dealer, after the three days the responsibility falls on the customer.

2. If a man sells beer to a customer and the customer brings a barrel, and after the beer gets sour, the responsibility is on the buyer, because the dealer can claim that it is the fault of the barrel.

3. If a man who undertakes to deliver a barrel of wine to some place and before he reaches that place the wine gets sour or the prices fall, the responsibility is on the dealer.

CHAPTER CCXXXI.

1. It is forbidden to measure or weigh falsely, to anybody. It is the duty of the judges to appoint officers and watchmen to examine the scales and the measures and if he finds them false, he is allowed to smite or to fine him according to understanding of the judge.

2. If it is custom of the locality to weigh a little more than the amount he must do so.

3. It is a duty of the judges to appoint officers and watchmen for the prices, it is not allowed to make profit on food stuff more than 1/6, besides the expenses, according to the market price.

4. If the judge finds that they make the prices on the food stuff too high, they are liable to be smiten and punished.

5. The profit on eggs is allowed 50 per cent. but no more.

6. It is forbidden to keep food stuff in storage so that they can sell it later on for a higher price. They are liable to be smitten and punished.

7. The board of the city can set a price on any article and if anybody violates that, he is liable to punishment.

CHAPTER CCXXXII.

1. If a man sells an article to his comrade by the measure or by the weight or by the count, and there is a mistake, the business deal is all right but the mistake must be corrected, whenever he brings claim.

2. When a man sells to his comrade cattle or earth or removable property and if the buyer finds it damaged even after many years he can return it, on condition that he didn't use it when he found the damage, but if he used it after he found the damage he cannot return it.

3. The dealer cannot compel the buyer to take the damaged article and reduce the price, and the buyer cannot compel the dealer to give him for a reduced price, except when they are both satisfied.

4. R sold a house to B in another city and before he took the title some loafers damaged the house and B wants to

back out of the sale on account of that, and R wants to stand good for the damage, R is invalid.

5. The damage is judged on account of the locality.

6. Even if the dealer says to the buyer, if you find some damage, you can't back out. He can back out except when he names the damage, because the buyer must know what damage to pardon him.

7. When a man sells a cow to his comrade and he says the cow limps and is blind and bites and after he finds that she is only blind, the transaction is destroyed. The buyer can say when I saw that she doesn't limp I thought that she hasn't any damages, only what you said is to make me satisfied with the business.

8. If a man sells to his comrade a cow for slaughter and he slaughtered it and after he finds that it is trefa (some damage inside) and if the buyer can prove that the wound was there three days before it came into his possession, then the transaction is destroyed, and if there is a doubt the buyer must bring evidence, but if he can't bring evidence he loses.

9. If the buyer makes a damage in the bought property before he finds the other damage and if he was supposed to make that damage then he can return the property and he is not liable. If he was not supposed to make the damage he must pay for the damage and return for the article.

10. If a man sells to his comrade a house or earth and after he finds a damage and the business is destroyed he must pay for the rent and for the fruit of the field.

11. R sold to B cheese in a barrel; after three days he opened the barrel of cheese and found it spoiled. We must ask the expert of the cheese makers if cheese can get spoiled in three days, is the responsibility on the buyer and if not, the responsibility on the dealer. If there is a doubt

the dealer must bring witness, when he does not get paid. However, if he got paid the buyer must bring witness.

12. R sold to B a closed barrel of oil and R promises good oil. When B opened the barrel he found it was not clear. R must swear that he sold him good oil and is not liable. However if R does not want to swear, B can swear that R promised to give him good oil and then R must return the money or reduce the price of the oil.

13. R sold to B an ox without teeth; he put him in the stable with his other oxen and he put food for all. B did not know that he did not have any teeth and that he couldn't eat, therefore the ox died of hunger. B can return the dead body to R and R must return the money in full.

14. When a man sells to his comrade eggs and after he finds that they are spoiled, the business transaction is destroyed and he must return the money.

15. When a man sells to his comrade seeds fit for planting only, and after planting them they did not come up; if he can prove that it did not grow on account of the seeds, then the transaction is destroyed and the seller must return the money.

16. However, if he sold seeds fit for planting and for food and he planted and it did not come up the dealer must not return the money, because the dealer can say I sold it to you for food only.

17. If the buyer told the dealer that he bought it for planting, the dealer must return the money.

18. R sold an ox to B and B told R that he will transport him to a different city and after reaching the city he found a damage in the ox, B can ask R to return him the money, the responsibility of transportation falls on R. If

the ox gets lost or stolen after he notified him of the damage the responsibility falls on the dealer.

19. However, if B did not notify R that he bought him for transportation B must return the damaged ox and then he can have returned his money.

20. If a man sold an ox to his comrade and he finds that he is a gore. If he is a gore he is not fit for the plough. The transaction is all right because the dealer can say I sold him for slaughter, except we can prove from the price that buyer bought him for the plough, then the dealer must return the money.

CHAPTER CCXXXIII.

1. If a man sells to his comrade one kind of fruit and he gives him another kind of fruit; for instance, he promises red wheat and he gives him white wheat, or wine and he gives him vinegar, they both can back out of the transaction.

2. However, if he promises him good wheat and he gives him bad wheat, the dealer cannot back out even if the price is raised.

3. However, if the dealer promises bad wheat and after he gives him good wheat, the dealer can back out and the buyer cannot back out, even if the price has fallen.

4. If a man promises his comrade clear silver and after he finds it not clear, the transaction is all right, but he must return the difference.

CHAPTER CCXXXIV.

1. If a man sells to his comrade kosher religion meat and after he finds that it is not kosher, even if the buyer has eaten half of the meat, the dealer must return him all the

money and pay for the distress and the buyer must return the remainder of the meat.

2. However, if he used the not religion trefa meat for dogs or if he had any benefit on the meat he must reckon off all he used and return the balance.

CHAPTER CCXXXV.

1. The transaction of a minor under six years is not valid.

2. Transactions made by a minor from six to thirteen is valid.

3. After thirteen and further all transactions made by a minor even in land is valid when he is clever.

4. If a minor inherits a note from his father it is subject to the same law as removable property.

5. If the minor has a guardian the buying and selling is not legal except with the permission of the guardian.

6. If a minor is very clever in business and he hasn't any guardian and he buys or sells removable property and he fooled or was fooled by anybody he is subject to the same law as an adult. A sixth of the valuation is returned the difference more than a sixth of the valuation is destroyed the transaction, less than the sixth is a pardon.

7. If he had inherited the land from his father or from any other relative the sale of this land is not valid until he has reached the age of twenty years and has the signs of adolescence under his armpits. Such sale is invalid because under that age he might be greedy for money and therefore cannot be trusted.

8. If the sale has been made before age he can demand

it back even if he has already become of age, with the profit except the expenses.

9. However, if after he has become of age he kept silent about the matter and put in no demand he has no more claim on it.

10. If a minor borrows money from others, if that loan was for support he must pay back when he has become of age and if it was not for support it cannot be collected.

11a. If a minor acts as surety man for another he is not liable for the money even he has become of age.

11b. A deaf and mute or one who is deaf but is not mute can sell and buy removal property by signs, but not land not even in a transaction with removable property the deal is not valid unless the deaf man had been previously examined.

12. The transaction of a mute who can hear, in buying and selling removal property or land or presents are all valid provided he has been examined. The mute can make the deal either by signs or in writing.

13. A partially deaf man is liable to the same law as an ordinary man.

14. A fool's buying and selling and presents are not valid either in removable property or in land and the court must appoint an executor, just as in the case of orphans.

15. Transaction of an epileptic while he is in a healthy condition are valid but if the transaction was made during an attack it is not valid.

16. If two witnesses testify that the sale was made when he was healthy and two others testify that it was made dur-

ing an attack; if it is a sale of removal property it belongs to the buyer, if land it belongs to the seller.

17. A drunkard who is only somewhat tipsy the transaction is valid, but if he is as drunk as Lot the transaction is invalid as in the case of a fool.

18. If the court buys or sells goods belonging to orphans either in land or in removable property and likewise and executor whether appointed by the court or by the father such deals are valid, but presents are not valid.

19. If the deal is made on the Sabbath or on a holiday it is valid but the deed must be written after the holidays.

CHAPTER CCXXXVII.

1. If a man wants to buy or rent an article or land or a job and another man takes the chance away from him, the other party is liable to punishment.

2. It is borbidden that a teacher should try to be hired when there is another there already, except when the owner discharges the other teacher.

3. It is allowed to the owner to hire the same teacher as another owner has.

CHAPTER CCXXXVIII.

1. The deed on the field can be written by the seller even if the buyer is not present, the witness must know the names of the buyer and the seller.

2. The buyer is not allowed to write the deed if the seller is not present.

3. The expense of writing the deed belongs to the buyer.

4. If a man says to witness write a deed that I give a present the house that I got in a different city to R. The witness can sign the deed even if he does not know whether he has a house in that city or not.

5. If in a deed is written that R sold the house to B even if the amount is not written the deed is valid.

CHAPTER CCXXXIX.

1. If a man claims in court or to the witness that he lost the deed on the property what he bought he is entitled to a duplicate, on which must be written the date when he bought the house.

2. When the sale is made it is allowed to the buyer to demand duplicates of the deed.

CHAPTER CCXL.

1. If a man gives two deeds of the same date to two different parties and does not mention the hour the decision is left to the court and the landlord must return to the other party the money.

CHAPTER CCXLI.

1. When a man gives a present to his comrade either in land or in removable property the transaction is not valid except when he makes some ceremony of agreement even not in the presence of witness, if they both confess. For the promises there is no claim.

2. If the article is lying in the possession of the present taker even with promises is the transaction valid. For instance if he has by the present taker a debt or he gives him

something to storage even if the lender has a pledge or a note and he promised to give it to him as a present he must return the note or the pledge.

3. When a man promises to give him a house from his houses and he does not specify which one, the transaction is not valid because he must write down what present he wants offer to give him.

4. The present must be given to the present taker with all privileges so that he can do with it what he pleases then the transaction is valid.

5. The present can be given for a certain time, providing that he return it and if he doesn't return it the present is not valid.

6. If a man presents his comrade with an ox for thirty days and within these thirty days the ox dies, the present taker is not liable.

7. R gave a present of a house to his two sons, one is of age, and the other is a minor, and he stipulated that the oldest cannot sell it except when the minor will be of age. The oldest sold it before the minor reached age, the transaction is not valid, after the father's death the minor is entitled to receive his portion of the house and half of the brother's portion of the house.

CHAPTER CCXLII.

1. If a man is compelled to give a present the present is not valid. He must prove that he was compelled.

2. A present that is given in secret is not valid when a deed on a present is written it must be stated that it was written open.

3. The will of an invalid even if he says that it be kept secret until after his death is valid.

4. If a man writes two present notes on one field, the first was in secret and the second was in open, the second is valid.

5. If the court understands that therefore he wrote the secret because he was compelled to the open, even the open is invalid.

6. For instance one was recommended to marry a certain woman this woman says I wouldn't marry you unless you present me with your fortune in my name. His son weeps before his father, why did you leave me without anything. The father says to witness write in secret that all my fortune belongs to my son, after in open he wrote the fortune to his wife. The transaction of both is invalid.

CHAPTER CCXLIII.

1. Even not in the presence of the present taker somebody else can make ceremony of agreement and the present giver cannot back out. The present taker is not compelled to receive the present.

2. The man who makes the ceremony of agreement for the present taker must be of age and sensible. It makes no difference whether it is a man or a woman.

3. The present taker can be a minor also.

CHAPTER CCXLIV.

1. If a man says to a messenger to tell witnesses to write a deed on the house for a present to another party the present is not valid.

CHAPTER CCXLV.

1. If a man writes in the deed that he gave the house to the party it is valid, but if he writes that he will give it, it is invalid even if witness testify.

2. R gave a field to B with a deed, for a present and after B returned the deed to R the present is not destroyed except when B makes a ceremony of agreement of the transaction.

CHAPTER CCXLVI.

1. R had a son in another country and he heard that he died, he wrote all his fortune for a present to somebody else legally, after he heard that the son was living. The transaction is not valid. However if he left something from the fortune it is valid.

2. If a man has to run away from a city because he was in danger of creditors and he presents all his property to somebody else and after he compromises with the creditors the transaction of the present is not valid.

3. If an invalid or a healthy man writes all of his fortune to one of his sons or to his wife even if the son is a minor. The son or the wife has only the power of an executor and the valuation of the fortune belongs to all the brothers.

4. However if he left any of the fortune for himself, the transaction is valid.

5. If he writes half for the son and half for a stranger the transaction is valid.

6. If the transaction is destroyed the present taker is not supposed to return the worth of the fruit that he ate.

7. If a man invites another man for a dinner, he can charge him for it, except if the man is poor and he can have in some other place for nothing then he can't charge him.

CHAPTER CCXLVII.

1. A man sends presents to his family and he writes that they are for the children he has daughters and sons. If in the presents there are some that can be used by the daughters for instance jewelry, silks belongs to the daughters and ammunition belongs to the boys, but if there is anything that the sons and daughters can use it belongs to the sons.

2. An invalid left to his son all his fortune, and he wrote in the will that he must give a certain amount to each of the daughters. One of the daughters died and she left one son, the uncle is not supposed to give her son his mother's amount because he means only to daughter and not to his heirs.

CHAPTER CCL.

1. Presents given by an invalid are valid without any ceremony of agreement because words spoken before death are as valid as writing. There is no difference whether he orders them to be given immediately after death or at some future date.

2. If the invalid appoints an executor with power to divide his fortune the heirs can break the appointment.

3. If an invalid wills his entire fortune away and then regains his health, even if there was a ceremony of agreement the transaction is invalid.

4. However, if he had stated before there should be no

backing out and there was a ceremony of agreement the first transaction is valid.

5. If the invalid had not entirely recovered his health, but developed different maladies, so long as he was unable to walk in the street with the support of his cane the first transaction is valid.

6. However, if he had been able to walk in the street supported by a cane, but later fell sick again from which he died, expert opinion must be obtained. If they decide that he died from his first illness the transaction is valid; if from a new ailment the transaction is invalid.

7. If he had been able to walk not supported by a cane the transaction is valid without expert opinion.

8. If he had confessed that the property belonged to another the transaction is valid.

9. If an invalid sold his entire property and then recovered his health, if he still has the money he can break the transaction, but if he had spent the money the sale is valid.

10. If he had only sold part of the property the transaction is valid under any conditions.

11. If an invalid wills away only part of his fortune even if it is a miximum percentage, whether he leaves for himself removable property or land, so long as it is sufficient for his support there must be a ceremony of agreement even if he dies afterward. There can be no backing out on recovery.

12. A man is considered an invalid only if he is confined to bed.

13. If a man becomes mute and then orders by signs to

give away a present he must be examined to see if he answers rationally, the transaction is then valid.

14. If a man on the deathbed leaves a present it is valid.

15. If an invalid, at the giving of the present suggests that the reason for his giving is only because he expects to die, even if he leaves enough for his support and makes a ceremony of agreement so long as he recovers he can back out of the transaction. If he dies the transaction is valid even without a ceremony of agreement.

16. If a man gives away a present while he is on a dangerous sea voyage or in a wilderness even if he left something for his own support; if he comes out safe the transaction is invalid even if there was a ceremony of agreement, but if he is lost the transaction is valid even without a ceremony of agreement.

17. If an invalid presents one note to two parties, and at his recovery backs out of half of the transaction the other half is likewise invalid.

18. If he had stipulated that he backs out of only one-half the other half is valid.

19. If the invalid first leaves his entire fortune to one party, and then leaves part of the same fortune to another party. In regard to the first party he had the right to back out. In regard to the second party, if there was a ceremony of agreement, even he recovered, it is valid, and if there was no ceremony of agreement, it is invalid, even if he dies.

20. On the contrary, if he leaves part of his fortune to the first and the balance to a second. Since in the first case he had left enough for support the tranaction is valid even if he recovers, so long as there was a ceremony of agreement.

In the second case he had left nothing for himself, and, therefore, if he dies the transaction is valid, even without a ceremony, if he recovers it is invalid even with a ceremony of agreement.

21. If a man died and they found a note in a bandage on his arm in which is written that he gave a present to R, even if witness signed the note, it is invalid because he might have backed out.

22. In case he wrote a note either in the name of another person or in the name of his heirs and he deposited it by a third party not mentioning what to do with the note, and he died, the note is invalid.

CHAPTER CCLI.

1. When the court writes a deed on an invalid's fortune it must be mentioned therein that he died from the same sickness when he promised the present, if not the deed is invalid.

CHAPTER CCLII.

1. It is a command to obey the words said on a deathbed even if he was healthy and died afterwards, the words must be obeyed.

2. If a man makes a vow or swears to give a certain amount to another party and he dies afterwards, the heirs are not supposed to obey the vow.

CHAPTER CCLIII.

1. If two guests visit an invalid and the invalid commands them to distribute certain amounts of his property to different people, the visitors have a right to write the will.

2. If the visitors asked the invalid to whom his fortune belongs, the invalid replied that "I think I have a son and a wife who is pregnant, but I heard that my son died and my wife is not pregnant, therefore, I will my fortune to R." And after his death the court found that the son is alive and the wife is pregnant, the will is invalid.

3. If an invalid commands that they give $200 to one and $300 to another and $400 to another, after his death they find that he has only $800, they must divide the $800 into 9 parts and give each one his share; for instance, one gets 2 parts, the second 3 parts, the fourth 4 parts.

4. However, if there is a note on the invalid for $450 each one must give his share of the money, for instance, the one who has the promise of $200 must give $100 and the $300 must give $150 and the $400, $200; the total is $450.

5. R on his deathbed commanded that they give 2/3 of his fortune to his daughter and 1/3 for my heirs and he has a son, after his death there was a note for collection and the son claims that the daughter should pay 2/3 of the note and he 1/3, the son must pay the whole note.

6. R commands on his deathbed that they give $200 to B and let him marry my daughter, B can take the $200 without marrying the daughter. However, if he says marry my daughter and I will give you $200, B is not entitled to the $200 without marrying the daughter.

7. If an invalid commands "give $200 value from my wine to B" after some of the wine got spoiled, B must lose according to the value of his share.

8. If an invalid commands "give my daughter $200 for

a dowry" she is entitled to the money even before marriage; however, if he says in dowry she is not entitled to it before she gets married.

9. If an invalid commands "give $2 a week for support of my orphans" and they need $5 a week, they are entitled to the $5. But if he left the rest of his fortune to another party then they must only get $2.

10. If an invalid commands "give $200 to a synagogue" they must give to the synagogue in which he was acquainted.

11. An invalid has a fortune worth $2100, he also had a pregnant wife, and he commanded if she has a boy, let the boy take $1400 and my wife $700, and if she has a girl, let the girl take $700 and the wife $1400. After the wife had twins, a boy and a girl; according to R's idea we understand that R wanted the boy to have double the amount of his mother, and the mother double the amount of the daughter, therefore divide the money in 7 parts and give to the boy 4 parts, $1200; and to the wife 2 parts, $600; and to the daughter 1 part, $300; total equals $2100.

On account of the law of the Holy Scriptures the will is destroyed and all the money belongs to the son.

12. If an invalid gives presents to strangers and left part of his fortune to his heirs, the expense of the invalid's burial belongs to the heirs.

CHAPTER CCLIV.

1. If an invalid asks to make some ceremony of agreement of his will even if it is not necessary according to the law it must be done even on the Sabbath, so as to give the invalid a good feeling.

CHAPTER CCLV.

1. If an invalid says he has debts, the witness must write everything and, after, if the heirs come to collect the debt they must bring evidence.

2. If an invalid says I owe R $100 and after, the orphans say we payed the $100 the heirs are not believed, however, if the invalid says give $100 to R then the heirs are believed, if they say they paid.

3. A father hid some money in the presence of his son saying that it belongs to some other party, if the son understands that his father's saying was true he must obey his saying, but if the son understands that the saying was in jest, the money belongs to the son.

4. If the invalid has a trust in his possession, afterward dies, and the son doesn't know where it lies, and to whom it belongs. At night the son has a dream showing him where it lies how much is in it and to whom it belongs, the trust belongs to the son and the dream in invalid.

Holy Scriptures say (Deuteronomy xxii): Thou shalt not see thy brother's ox or his lamb go astray, and withdraw thyself from them: thou shalt surely bring them back again unto thy brother. But if thy brother be not nigh unto thee, or thou know him not: then shalt thou take it unto thy house, and it shall remain with thee until thy brother inquire after it, and then shalt thou restore it to him. In like manner shalt thou do with his ass; and in like manner shalt thou do with his raiment; and in like manner shalt thou do with every lost thing of thy brother's, which may have been lost to him, and which thou hast found; thou art not at liberty to withdraw thyself.

CHAPTER CCLIX.

1. If you notice some one has lost something it is a command to take the trouble and return the loss.

2. It is necessary first of all to understand clearly that it is a loss; secondly that it has value; thirdly that it is a decent article which you would pick up if it were your own.

3. If a man succeeds in rescuing a lamb from the jaws of a lion or a bear, or he saves articles from the sea, that is, from a sinking ship, or from a flood by his own prowess it belongs to him, even if the owner is present and cries that it is his property.

4. If there is a government or court rule to return the articles in such circumstances, the articles must be returned.

5. If the article is found in a place where a net has been spread or there is another enclosure in the water, the article must be returned to the owner.

6. Even in the case of a loss of land the law of return is valid. Loss of land means, for instance, as when a flood is about to overflow it and I save it by putting up some obstruction.

CHAPTER CCLX.

1. If B is R's tenant and a valuable thing, such as doves, falls into B's apartment he must share it with R.

2. If a man finds money either on or outside of the counter in a store it belongs to him. If he finds it behind the counter it belongs to the storekeeper.

3. If he is not reasonably sure that the article has been

lost, but that it might have been put there purposely he must not touch it.

CHAPTER CCLXI.

1. If a man has seen an ass pasturing for three nights continuously he must consider it lost and return it to its owner. If he finds it very late at night, one night is sufficient.

2. If you see some one purposely throw away an article you can take it for yourself.

CHAPTER CCLXII.

1. A loss less than a cent need not be returned. It must have at least the value of a cent both when lost and when found.

2. If a man sees an article drop between three people and he sees exactly who lost it he must return it to the owner. If he is in doubt and the article has a mark on it he must advertise it. If there is no mark of identification he can keep it.

3. If some one finds money dropped into a pile of sand and it is certain that the owner had given up all hope of finding it, it belongs to him because coins have no distinguishing mark.

4. If one finds a pocketbook and near it lies scattered money, the money belongs to the finder. If, however, there is reasonable certainty that the money had fallen out of the pocketbook he must advertise it.

CHAPTER CCLXIII.

1. If an honorable man finds an article which he would be ashamed to carry even if it were his own he need not take the trouble to return it.

2. If the honorable man had already begun to carry the article he is forbidden to put it down again.

CHAPTER CCLXIV.

1. If a man finds his own loss and some one else's and it is impossible to carry both at once he must first take care of his own.

2. If a man sees two asses drowning, one his own and the other anothers and he rescues the others because it is of greater value, and it was possible to send in another diver to save it, the rescuer is entitled only to the wage of a diver. If, however, he had at first stipulated that he would save the others on condition that he pay him for his own, he is entitled to the amount his own is worth.

3. If, after the above stipulation, he jumped in to the rescue but the ass swims to safety himself, or gets drowned the diver is not even entitled to wages unless he had at first stipulated for it.

4. If one man carries a barrel of honey and another a barrel of wine, and then the barrel of honey partially begins to split and then the bearer of the wine voluntarily pours out his wine to make place for the honey, he can only claim wages for work but he cannot claim the return of the cost of the wine unless he had at first stipulated for it.

5. However, if the honey barrel was so split that the

honey would have been all lost if not for the wine barrel, the entire honey belongs to the bearer of the wine barrel.

6. If there is a fire in a city and a man saves goods which would otherwise be burned, he is entitled to it.

7. If in the case of the split barrel of honey the bearer meets a man who has empty barrels for rent and the latter refuses to give him a barrel unless he agrees to give him half of the honey, and then the bearer, after saving his honey, refuses to keep his promise, the barrel seller is only entitled to the price of the barrel.

8. If, however, the seller had taken the half barrel of honey or payment for same in advance the bearer can have no claim to it.

CHAPTER CCLXVI.

1. If a man finds a dangerous animal, he is not called upon to return it to the owner, but is even permitted to kill it.

2. If a father orders his son not to return a loss, the latter need not obey his father.

CHAPTER CCLXVII.

1. If a man finds a lost article with a distinguishing mark on it he must advertise and announce it in public places.

2. If two claim it, and one brings marks and the other witnesses the latter is entitled to it.

3. If he has advertised and no one claimed it, he must keep it in his possession. If it is then stolen or lost he is not responsible except when it is due to his negligence.

4. It is his duty to take care of it. For instance if it

is an animal he must feed and clean it. If it is a rug or a book he must air it.

5. If the find earns its expenses he must keep it twelve months. If it doesn't earn its expenses he can sell it after three days, but before witnesses.

6. He is permitted to use the money for the sale; but if an accident happens to it, he is responsible for it, if the owner should come to claim it.

7. However, if he finds a pocketbook with money he is not allowed to make use of it. Therefore if it is stolen or lost he is not liable except if it is due to his negligence.

8. If he has had expenses in keeping the article, he can claim then from the owner without an oath.

9. If the owner claim that there were two pocketbooks tied together and that the finder retained one for himself, the finder is trusted without oath in this case because he was honorable enough to return the loss.

CHAPTER CCLXVIII.

1. The find doesn't belong to the finder unless he puts it entirely into his possession. Therefore, if a man throws himself on a lost article and another man takes it from underneath him, it belongs to the latter, if it happens on a highway.

2. However, if it happens in a narrow street or in an open field that has no owners, each person is temporary owner of the four yards which he occupies, and therefore the article belongs to the one who falls on it.

3. If both come to the spot at the same time they must

divide up the find equally, because the four yards belong to both.

4. If an article falls into a fenced or protected yard it belongs to the owner even if he is not present. However, if the yard is not fenced or protected the owner is not entitled to the article unless he is present and states, "My field procured me this chance."

5. R brings a bargain into a private yard and the owner B of the yard wanted to buy it and then a third party, C came and it was sold to him, there are two judicial opinions one states the owner of the yard is entitled to it, the other grants it to the buyer. Wherever there is a doubt in the law, the goods belongs to him who already has it in his possession.

6. However, if a bargain is later brought into C's yard and B buys it, but C refuses to give it to him; B has a right to put two propositions to C if the right is on the side of the first opinion, then I'm entitled to the second bargain and if the right is on the side of the second opinion, then I'm entitled to the first bargain.

7. If, however, the first contention was settled by court, B can no longer apply the above propositions to C.

8. The law of possession of the yard or the temporary four yards which entitles the owner of them to an article found there is only valid in case of a female; not in the case of a male or minor.

CHAPTER CCLXIX.

1. If B find something and B picks it up with the idea of giving it to R the article belongs to R.

2. If both pick it up together, each by one end, it belongs to both; and if a third party interferes he cannot claim it.

3. If a deaf man, or a fool, or a minor picks up a loss for a sound man, a third party can claim it.

CHAPTER CCLXX.

1. If a deaf man, or a fool, or a minor finds something and another party snatches it away from them, he is entitled to it. It is forbidden to snatch from them on account of honor and peace.

2. If one refuses to pay the deaf, fool, or minor wages for labor, it can be collected through court.

3. If a person whether minor or major who is supported by his parents, finds something, the parents are entitled to it, also to their earnings so long as the parents are the supporters.

4. If, however, the parents do not support him, as in the case of an orphan, he is entitled to the find even if he is a minor.

5. Presents given to a minor belong to the parents; if to a major it belongs to him even if the parents support him.

6. A working man who finds something in the place where he works he is entitled to it.

7. However, if the laborer was hired to look for losses. For instance after the tide of a river had ebbed, he was hired to take out the fish, and there he found a pocketbook with money it all belongs to the employer.

CHAPTER CCLXXI.

1. If two find a horse, and one only seizes it by the halter while the other begins to drag it, it belongs to the latter.

CHAPTER CCLXXII.

THE LAW FOR UNLOAD AND RELOAD.

1. When you see the back of an animal bend under the weight of the load, you must help him to unload.

A. "If thou see the ass of him that hateth thee lying under his burden, and wouldst forbear to unload him, (thou must not do so, but) thou shalt surely unload with him."—(Exodus, xxiii. 5.)

2. When you see an animal of your brother's needs to be reloaded, you must help him reload.

B. "Thou shalt not see thy brother's ass or his ox fallen down by the way, and withdraw thyself from them: thou shalt surely help him to lift them up again."—(Deuteronomy, xxii, 4.)

The above passages from the Bible command us to be humane in our treatment of animals (not merely "ass" or "ox," but all animals).

3. When you meet your comrade in the middle of the way and his animal is bent under the weight of his load, even if the animal is overloaded, the commandment says you must help him unload.

4. You must not unload and leave him in the middle of the way, in trouble, but you must help him to unload or

reload a hundred times and to go with him at least a mile, except if the driving the animal, tells you services are not needed.

5. If the animal naturally lies down, you are not compelled to unload.

6. If a man is old, unable, or his honor does not permit, he is excepted from helping to unload or reload.

7. The commandment holds if we see it from a distance of 226 2/3 yards, then you must help, but not from any further distance.

8. For reloading and walking a mile or so, you can demand payment.

9. When you see an animal alone with his load falling, the same commandment holds good. If you see the animal with his driver and he does not wish to help you, it is not necessary that you help at all.

10. This commandment holds good for Jews and Gentiles.

11. When you meet two asses one needing reloading and the other unloading, the case requiring unloading comes first; except when the beast requiring reloading belongs to an enemy, and the one requiring unloading to a friend, the reloading should be done first.

12. Two expressmen going in the same direction and one ass troubled with his feet or any other thing happens, the other must stay until the other trouble is bettered, except when the animal is dead.

13. When driving on a narrow road, where two cannot ride together, the unloaded party must go back and let the

loaded one go first. If one party is on horseback and one is loaded, the horseback rider goes back. If the two parties are loaded, the one going the nearer distance, must go back and let the other pass. This same rule applies to sheep.

14. If a company rests in the wilderness and they meet robbers, the compromise made with the robbers should be decided according to each party's worth of money, and not by the body.

15. If a guide is hired by a company for about $1000, —$500 must be contributed by each of the body, equally and the other $500, from the members of the company in proportion to their wealth.

15a. If a company going in the wilderness and the robbers only rob half of the company, the other half of the company must contribute in proportion to their wealth.

16. Several individuals may make an agreement to insure the loss of anything, belonging to said individuals but the replaced article should only be given to that person provided it was an accident. We can only replace the loss of the article by another of its kind, but not cash money, for if you own a horse and we replace a horse, more care can be taken by you.

17. When two people carrying loads by ship, one having iron and one silver and the ship starts to sink, the captain may ask them to cast part of their loads into the water. You must reckon by the weight, not by the worth. The man owning the silver has the privilege of compelling the man owning the iron to substitute his share and then pay him for the iron.

18. When one carries a barrel of wine and the other carries a barrel of honey and the honey barrel breaks, and

there is no other barrel, the man carrying the honey has the privilege of compelling the other man to spill the wine out and use the barrel for his honey, but he must pay for the wine.

CHAPTER CCCVII.

(a) If a man do deliver unto his neighbour money or vessels to keep, and it be stolen out of the man's house: if the thief be found he shall pay double. (Exodus, xxii.)

(b) If a man deliver unto his neighbour an ass, or an ox, or a lamb or any beast, to keep, and it die, or be hurt, or driven away, no man seeing it:

(c) Then shall an oath of the Lord be between them both, that he have not stretched out his hand against his neighbour's goods; and the owner of it shall accept this, and he shall not make it good.

(d) But if it be stolen from him, he shall make restitution unto the owner thereof.

(e) If it be torn in pieces, then let him bring it as evidence; that which was torn he shall not make good.

(f) And if a man borrow aught of his neighbour, and it be hurt, or die, the owner thereof not being with it, shall surely make it good.

(g) But if the owner thereof be with it, he shall not make it good; if it be a hired thing, the loss is included in its hire. (Exodus, xxii.)

There are four different kinds of watchmen and a difference in the law.

1. The watchman for nothing is only responsible for gross negligence otherwise he must swear and is not guilty.

2. A paid watchman must pay for neglect, theft and loss, but not guilty for accident. He must thereby take an oath.

3. This rule holds good for the hirer. Per paragraph B.

4a. A borrower is responsible for negligence, theft, loss and accident.

(b) The above could not be found guilty unless they make some (Kinion) or ceremony of agreement.

(c) This law applies to both man and woman, when he or she is the keeper.

(d) By the return, it is not necessary to return to the individual himself, but can also be given to any member of the family.

(e) The Law of the Hirer: Liable and not Liable.

5. When he hires an animal or dish from his comrade, he is liable for theft or loss, and is not liable for accident.

5. (b) B hires a house from C and put into it heavy weights that caused the beams of the floors to crack. He was notified, to remove it, but he refused to do so. This caused considerable damage both to the owner and the tenant. B is liable for all the damage.

6. When one borrows or hires, he is not privileged to lend it to another without the owner's permission. He is responsible for any damage that may occur.

7. A hired a cow from C. A then loaned it to another party D in whose care the cow died. C knows that the

cow died naturally. D must pay according to paragraph 6. The money belongs to C, because A had no right to do business with another's cow.

8. If C permitted A to loan the cow to D, the money belongs to A.

9. A hired a cow from D. The cow became sick, after a few days the cow became well. D is not liable for the cow's rest.

10. When one hires a cow the hirer is not allowed to give a cow that has already worked during the night, because the cow will not be fit for work, and then again, we must be kind to dumb animals.

CHAPTER CCCVIII.

The Law of Hiring an Animal to drive with regard to Load.

1. When one agrees to drive a man, he does not have to drive a woman, since a woman is considered to be heavier than a man.

2. If the driver agrees to drive a woman it does not matter of what weight she may be, either pregnant or with child.

3. When one hires a horse to put 200 lbs. of wheat on a horse, but instead puts 200 lbs. of barley or: if he hired the horse for fruit, but put on straw. The horse dies, therefore, the borrower is liable, since he did not obey the orders.

4. If he hired the horse for barley and instead put wheat,

then he is not guilty if the horse dies, because the wheat is a much lighter weight than barley.

5. The above rule only holds good when the proprietor or his aid is with the hirer, but when he is not present, the hirer is not privileged to change even from heavy weight to lighter weight.

6. If one hires a horse to carry 200 lbs. and puts on it 206 2/3 lbs. and the horse dies, he is liable—but if he puts only 206 lbs. on the horse, and the horse dies, he is not liable for it, but must only pay for the added six pounds.

7. If the amount of weight has not been agreed upon then the hirer should use discretion, or, according to the custom of the city, as, for instance, if the custom is 30 bushels and he put on 31 bushels and the horse dies or is damaged, the hirer is liable.

8. If a man hires a shoulder-carrier to carry some weight and gave him 1/8 of a bushel more to carry, and if the carrier's health is thereby affected, the employer is liable.

CHAPTER CCCIX.

The Law of Hiring an Animal to go to one place, and went to Another.

1. When a man hires a horse to go on the mountains, but instead goes with it in the valley. If the horse slipped, then the borrower is not guilty, but if the horse became heated up, then he is liable for damage.

2. If the act was reversed, the horse was hired to go to the valley, but he went to the mountain, if the horse slipped he is guilty, and if he became heated he is not liable, because it is apparent that a horse is liable to slip on a moun-

tain more than in a valley, and he is more liable to become heated in the valley more than on the mountain.

3. When a horse is hired to go to a stated place, and the man takes him to a different place, and the climate affects the horse the borrower is liable for damages.

4. A hires a horse to go a certain place in two days and he returns in that same day and the horse died the hirer is liable.

5. If a man hires a horse to carry a certain load and the horse sprains his leg in the way. The hirer still loaded the horse with heavy weights, he will therefore, be liable for all damages. The exception is only in the case of his being in haste and could not hire another horse—in that case he is not liable.

6. A hires an ox to dig on the mountain, but instead went to work in the valley; the iron scrape broke in the work. The hirer is thereby not guilty; his aids are liable. liable.

7. If, however, the man agreed to dig in the valley, and instead dug in the mountain and the scrape was broken, the hirer is thereby guilty.

8. If A hires an ox to thresh peas, but threshed wheat instead and the ox slipped, the hirer is not liable.

9. Vice versa, if he agreed to thresh wheat and threshed peas instead and then if the ox slips, the hirer is guilty.

CHAPTER CCCX.

The Law of Hiring an Ass which becomes Blind or Dies.

1. A hires an ass which became crazy and unfit for work. If he hired her for carrying loads only, then the owner is not guilty, because a mule could carry loads even if it is crazy.

2. If he hired it for riding or for carrying glass, the owner must give him another ass and dam. The hirer must pay him for the whole way.

3. The same law holds good, when the mule is taken away by the government to serve in the army. The owner is not responsible.

4. When the ass is sick or dies, and is not fit for work, and if the owner did not specify this ass, he must therefore provide him with another.

5. The hirer has the privilege to sell the body of the ass, and to hire another ass, for the amount, if the owner refuses to give him another.

6. When the owner specifies "this ass" I hire you, and if she dies in the way, he can also sell the body and hire another mule; and if he has not enough money to hire or to buy another mule he is only liable to get pay for half of the way if he can sell his goods under the way.

7. When he has to pay for only half way, either he can sell or hire another ass, if he cannot sell his goods, the owner is entitled to nothing.

8. A hired a mule to C for two days' journey in a certain place. When he was prepared to return home a flood drained the country, and he was therefore, detained several days. C is responsible for the days that he was detained.

9. If a man hires an animal to go to a certain place

and when he was ready to return, a flood drained the country; if the flood came accidently the hirer is then not liable. And if the river naturally is open to floods, and both the hirer and the owner know of the natural tendency of the river, then the hirer is not responsible for the detained few days.

10. When the hirer knows of the nature of the river, and the owner does not, then the hirer is liable for overtime.

11. The feed and the salary are one law.

CHAPTER CCCXI.

The Hiring of a Ship to one certain place, and the act of reloading in the middle of the way; or, the loss of the cargo through sinking.

1. When the hirer loads one-third of the agreed weight on a cargo; and the cargo sinks through overload, he is liable for damage.

2. A hires a ship to carry a cargo of wine. The ship sunk together with the wine. Even if the hirer has taken the rent of the freight ship, he is compelled to return it to the hirer, because the hirer could fulfill his agreement by replacing any sort of wine, while the other cannot, since the ship has sunk, and then again he specified the ship.

3. If the case is reversed and the hirer says that I rent you a ship to carry that wine, and if the cargo sinks the hirer is compelled to refund all the rent for the whole way, less a few cents.

4. If they both specified that cargo and that wine, then both cannot fulfill their agreements. If, however, the rent has already been paid, the borrower could not

collect again, and if on the contrary, the rent has not been given he is not liable for it.

5. When both do not specify what ship and what wine, then if the ship has sunk, the hirer is responsible only for one-half of the amount.

6. If the owner wishes to replace another cargo, and the hirer refuses to replace other wine, then he is liable for the whole way.

7. A hires a cargo to go to a certain place, and in the middle of the way he sold the goods. He must therefore, pay for the whole way, but has the privilege to put some one else in his place, for the balance of the way. The hirer must refund to the owner a small amount for any damage done to the cargo in the act of reloading and unloading.

8. If the hirer sold the goods to some one else, and the man has arranged to send the goods to the same place, therefore, the first one will have to pay for the first half of the way, and the other must pay for the second half of the way. The owner can have only a blame of honor of the hirer.

CHAPTER CCCXII.

The Law of Leasing a House for a specified time, or for any length of time.

1. When one leases a house, stable or lot for a certain time, the proprietor cannot remove the leaser, before the time expires. Even if it becomes necessary for the proprietor to have the leased house for himself or if the house has been sold to another, he can on no conditions force the leaser to vacate until his term expires.

2. During the term of the lease, the proprietor is not

privileged to repair or rebuild the property, without the leaser's permission.

3. If the term for lease was not specified, the proprietor can dispossess the leaser within 30 days notice, that is, in a small population, and in the summer. Whereas, in the winter, the leaser is privileged to stay the whole season, since it is hard to obtain shelter in the cold season.

4. The proprietor must give the leaser 12 months notice, if the leasee has a store, and if the population is large.

5. The leaser must also give the proprietor 30 days notice in a small population, and 12 months notice in a store or large population. If he does not do so he must supply another tenant in his place, and if he does not do this, he must pay for the rent accrued on premises.

6. If the leaser pays in advance, he can occupy the premises until the money has reached the term of expiration.

7. If the proprietor did not give notice to the leaser to vacate from his premises, the landlord can demand any highering of the rent, and if the tenant refuses to do so, he may dispossess him from the premises.

8. If the case is reversed; and the tenant did not give notice to the proprietor of his intentions, and the rental income has decreased, the leaser could either pay at the same price as is now, or move out of the property. The proprietor can only increase the rent, before the time has expired, but as soon as the new term has commenced and he did not yet inform the tenant, he is not allowed to raise the rent. The same law applies to the leaser.

9. If the property is leased for a specified length of time, even if the term expires in the middle of winter, the proprie-

tor need not give him notice, but can dispossess him if he wishes.

10. If the property has been leased at a specified length of time, and the rental income has either increased or decreased, there could be no change made before the term has expired.

11. A mortgaged a house to B on condition that he pay a certain amount of money each year. A sells the house to D. D could not dispossess the mortgagee B, before the year is up.

12. A leased a house to B, at the same time being B's friend. Later he became A's enemy. A could not dispossess B for that reason.

13. If one is a yearly tenant then the leap year month belongs to him. He need not pay rent for that month. On the other hand, if he is a monthly tenant, that is, paying his rent in monthly installments, then the leap year month belongs to the proprietor.

14. A rented a house to B, which became destroyed while in his keeping. If the proprietor stated "this" house, then the proprietor is not compelled to rebuild the destroyed premises. Even if the proprietor has rebuilded the house, he will not be compelled to give the tenant the premises, but the tenant must pay only for the time he had occupied the premises, up to the time the disaster occurred. If, however, the rent has been paid in advance, the proprietor is compelled to return the money.

15. If the tenant is willing to rebuild the property at his own expense, the proprietor can be against it.

16. If the house has not been completely destroyed, but

only needs repair the proprietor must repair it, if he received the rent in advance.

17. If, however, the proprietor merely stated that he is renting a house, and the house has fallen in, the proprietor is compelled to build another house, even a little smaller. If the proprietor indicated the appearance of the house, he could not alter dimensions. This law applies also to damage by fire.

CHAPTER CCCXIV.

The Law of REPAIRING: Which belongs to the Proprietor and which the Leaser.

1. The proprietor must repair all outside repairs such as, a roof, ceiling, walls, etc.

2. The leaser must repair locks, stepladders, painting, gas repairing, and everything that is required of him by the Building Department, and anything that is a custom in the locality.

CHAPTER CCCXV.

The Law of RESTRICTING PROPERTY.

1. There is no claim for over-estimated value on property.

2. The proprietor has the authority to restrict any arrangements that does not meet with his approval, such as not allowing too many inhabitants to live in one house, or restricting illegitimate business, etc.

3. If there is any doubt as to the matter of renting property, the tenant must bring evidence to prove the matter, as for instance: The tenant says that the landlord per-

mitted him to keep several boarders in the property. The tenant must therefore, bring evidence for this, and if he can't, the proprietor must merely swear that he said nothing of the kind. His oath is taken.

4. A hired a boy for a servant. B said that he would be responsible for any damage that the servant may do. Even if there was no ceremony of agreement made, B is responsible for the servant's damage.

CHAPTER CCCXVI.

The Law of a Leaser who wishes to lease the property to another in the middle of the term.

1. The leaser is allowed to sub-lease in the middle of the term, to a family similar to his own in number.

2. The proprietor can release the tenant from the lease, if the tenant has rented it to a different party.

3. If the tenant wishes to move out of the property and wishes to pay the rent as before, the proprietor is allowed to rent the proprety to another party, since it is not good for a house to be empty.

4. Two families rented a house in partnership for a certain time. After living there a considerable time one of the partners wishes to move and put another family equal to his own, in his place. The other partner can object to this, because he can claim that he is only acquainted with him.

CHAPTER CCCXVII.

1. If there is a doubt between the proprietor and the tenant about the rent; in places where the rent is paid after the

month not in advance and there is a doubt of its being paid in the middle of the month, the proprietor is believed, but the tenant can bring evidence to prove. And at the end of the month, the tenant is believed, but the proprietor can bring evidence to prove the contrary.

2. The same law applies to the yearly rental.

CHAPTER CCCXVIII.

1. A hired a mill from B who promised to grind 20 bushels of flour for him to pay for his rent. B later considered that he would rather have cash for the rent. If A has sufficient amount of work, he must pay B cash. But if he has not B cannot compel him to.

CHAPTER CCCXIX.

1. When one takes in products, in a property without the consent of the proprietor, the proprietor is allowed to sell as much as he can, and can hire people to remove it from his premises, only when he informs the party to take it away and it is refused.

CHAPTER CCCXXXI.

LAW OF HIRING A LABORER.

1. If an employer hires a laborer to work for a certain amount per day and after the laborer has started to work, the employer tells the laborer that he must work for an hour or two later than the regular working hours, because he claims said amount is in excess of ordinary wages, the laborer is not required to work later than the regular hours claiming excessive amount was due for better work, unless expressly stipulated before the work was begun.

2. If a workman asks for board or refreshments from his employer, the latter must provide him with it if it is a custom to do so in that locality.

CHAPTER CCCXXXII.

1. If an agent is instructed to hire laborers for a man for a certain amount $3.00 per day and agent hires laborers for $4.00 per day and guarantees that he is responsible for payment, the agent must make good the surplus $1.00.

2. If the agent has told the laborers that the employer would be responsible for the wages (in the above case), the employer is responsible only for the market price of laborer. If, however, there are two rates of wages, employer may pay the smaller, unless the laborers prove they have performed better work as a result of the higher price.

3. If an agent is instructed to hire laborers for $4.00, and he hires them for $3.00, employer pays the lower rate, whether or not agent has assumed responsibilty for payment.

4. If an agent is instructed to hire laborers for $3.00, and he hires them for $4.00 and the laborers refuse $4.00 and say they will rely on employer's price (which they do not know definitely) they receive wages which are deemed fit by appraisers (but not more than $4.00). If agent has assumed responsibility, $4.00 must be paid.

5. If an agent is instructed to hire laborers for $4.00 a day and the agent has hired them for $3.00, and laborers say they will rely on price given by employer, they are paid $3.00. But, if they have already received the $4.00, the surplus dollar may not be taken from them.

6. If employer hires laborers to work at the same price

which he says he has paid other laborers, and the laborers ascertain that price paid to them is less than paid to the others, they must be paid the difference.

7. If employer hires laborers at alleged market rate of wages and laborers ascertain that market rates are higher, employer must pay lowest market rates.

8. If, conversely, laborers obtain work from employers and demand wages which are later found to be higher than the market rate, they must refund the difference.

9. If employer hires laborer and promises to pay (after laborer has started to work) in commodities, employer may change his mind and pay in cash, unless a Kinion (ceremony of agreement) has been made.

10. If an employer has hired laborers for a certain amount and the rate of wages has subsequently fallen, and laborers perceive that he is disturbed thereover, he may not reduce the wages, but the laborers may offer to perform more efficient work for the same amount.

11. Conversely, if the rate of wages has subsequently risen, and the laborers are discontented with the original pay, the employer is not obliged to raise their wages, but may make up the difference in the two rates of wages by better board.

12. If a man hires another man for work that is worth $5.00 and pays him only $4.00 and then later the rate of wages has subsequently fallen to $4.00 and the employer says to the employe I hired you for $1.00 less and now I will pay you $3.00, he cannot do so, he must pay him $4.00.

13. If a man hires another man for $5.00 and his work is only worth $4.00 and then the rate of wages has sub-

sequently raised to $5.00 and the employe says you hired me for $1.00 more you must pay me $6.00 the employer must pay him only $5.00.

CHAPTER CCCXXXIII.

The Law of Hiring a Laborer Who Backs Out Before He Starts to Work or After He Starts to Work.

1. If you hire a laborer and he backs out or you back out there are no money claims but honor claims. If the employe says or proves that he could have had another job but he cannot get it now the employer must pay him for his job, or if the employe proves that he can get a job now for less than he was to pay him the employer must pay the difference.

2. If a man hires a laborer and takes his tools from him and he is a job worker, neither of them can back out. If he is a day laborer the laborer can back out. The laborer cannot back out by demanding more money.

3. If you send an expressman for wheat or corn on the field, and he cannot take it because it is wet, or if you send a man to water the field, and he sees that the field is full of water from rain, if the employer has seen the field the night before he must not pay for it, but if he has not seen the field the night before he must pay for it, only little less by a part of the wages.

4. A day laborer can back out in the middle of the day. Even if the laborer is paid in advance he can stop in the middle of the day if it does not spoil the work, even if he has not the money to pay back to the employer for the time that he has not worked.

5. If a day laborer backs out in the middle of the work he must be paid for the work he does, even if the work is raised or lowered he is entitled to receive the amount the employer hired him for.

6. If the work is spoiled the day laborer cannot back out if he cannot find any one else to finish the work, except if he has a good reason for so doing; as for instance, sickness or death in the family or he is sick himself, and in that case he must be paid for the work he did.

7. If a laborer is hired for a day and he backs out and the work is spoiled, the employer has the right to hire any one else to finish the work even for ten times the amount he pays the laborer and the laborer must pay this amount, otherwise the employer may retain the laborer's tools to satisfy the amount, or if the laborer does not want to finish the work the employer could say he will pay him $10.00 instead of $4.00, but at the end of the day he need only pay him $4.00.

8. To spoil the work (see 6) we mean; the refusal of a hired teacher to teach servant; a man hired to bring medicine to a sick person and does not do so; but if he has a good reason for not so doing, as sickness, death, etc., he must be paid for the work he does. If the laborer who is sick returns in a few days and the employer does not say anything to him but takes him back, he must pay the laborer for the time he was away.

9. A job worker who stops in the middle of his work, the work that must be finished is appraised and he will get the balance, as for instance, if an employer hires a laborer to do work for $10.00, and the finishing work cost $8.00, he only can receive $2.00, but on the other hand if the finish-

ing work only cost $2.00, he can receive $3.00, the employer receiving the rest.

10. If, however, the employer backs out, the same rule as that of the job worker applies. (¶9.)

CHAPTER CCCXXXIV.

The Hiring of a Workman to Water the Field and The Hiring of a Teacher and the scholar becomes sick.

1. If a man hires a workman to water the field from his river and in the middle of the day the river becomes dry and the workman wants to be paid for the whole day and the employer said he only worked a half day, if the laborer knows that the river becomes dry at certain times, even if the employer knows this, the laborer is only paid for the time he worked; but on the other hand if the laborer doesn't know and the employer does, he must pay the workman for the whole day less a few cents, but if the river is usually not dry and by accident it becomes dry the employer need only pay for half a day.

2. If a person hires a house to live in and the whole city is destroyed on account of war, fire or overflow, the person does not have to pay for the time he didn't occupy the house.

3. If a person hires a house to live in and dies before the expiration of the term, if the landlord receives the rent he is not required to return the money, but if he has not received the rent, he cannot demand same.

4. If a person leases a house and moves in, but after living there for some time he finds out the air is not healthy for him, he can break the lease, and the same rule applies too if a person sends his son to a school and finds out the

air does not agree with the child, the teacher only gets paid for the time he taught the boy.

5. If a man is hired to water a field and in the middle of the day it rains and it is not necessary to water the field, the employer does not have to pay for the other half a day, because rain is a thing that often occurs and the laborer should have said it before.

6. If the field is watered on account of an overflow the laborer must be paid for the whole day, less a few cents.

7. If a man is hired to dig a field and in the middle of the night there is a rain and he cannot dig, if the laborer has not seen the field he must be paid, but if he has seen the field, he cannot demand any money; that is for work if he is hired only for digging, but if he is hired for the day for work, the employer can give him some other work to do.

8. If a man is hired to work on the field on a commission basis and the employer makes an agreement that if he waters the field four times a day he will receive 50 per cent. of the produce; and if he waters only twice a day he will receive only 25 per cent; if there is a rain or overflow and it is not necessary to water the field he is entitled to 50 per cent. of the produce because he is like a partner, for, should the produce result in a complete failure, the worker would gain nothing for his labor, therefore the worker is entitled to the benefit of all acts of God.

9. If a man hires a teacher for his son and the son becomes sick or dies, either accidentally or otherwise, and the teacher knows the condition of the child, he is only entitled to pay for the time consumed. If the sickness is chronic and the teacher does not know the nature of the child, he gets

paid for the full time; in such a case, however, the father has a right to send another boy of the same ability to take the place of the sick or deceased boy.

10. If a man sends his son to a school, and on account of a contagious disease, the whole school is closed, the man must pay the teacher for the whole time agreed upon.

CHAPTER CCCXXXV.

Hiring a Laborer to Work or to do a Particular Piece of Work.

1. If you hire a laborer for certain work and he finishes the work in the middle of the day, if the employer has the same or lighter work to do he may give it to the laborer, but if he hasn't he must pay the laborer for the whole day. He can send him to some one else to do the same kind of work, or the employer may give the laborer harder work, but must pay him accordingly.

2. If the laborer sees the work, before he begins it and finishes it in the middle of the day, he only gets paid for half a day, because he should have informed the employer that the work would not require a whole day.

3. If the employer hires a man for work, he can give him any kind of work.

4. If a man hires a horse for 8 days for a journey and afterwards changes his mind, he may keep the horse in town and even make him do harder work, because the horse is more safe at home than away from it.

5. If a man sends an expressman for goods, and the expressman finds that there are no goods at the place designated, and he returns empty-handed, the employer must

pay him in full, less a few cents if it was a heavy thing, but if it was not a heavy thing he must pay him in full.

6. If a man hired an expressman to bring apples, or medicine for a sick man, and when he returns he finds the man healthy or dead, he gets paid, in full, the employer cannot say take the apples or medicine for your services.

CHAPTER CCCXXXVI.

Hiring a Man to Do Work in Your Field and Showing Him Another Field.

1. If a man hires a workingman to do work in another's field, without the permission of the owner, the former must pay the laborer the full price, even if the owner of the field cannot give him so much.

2. When he hires a workman in the presence of the boss of the field, the boss must pay the full price.

3. If a laborer is called away to serve in the army his employer must pay him only for the amount of labor he did.

CHAPTER CCCXXXVII.

Laws concerning the Food of Laborer during labor hours—Based on "Deuteronomy, Chapter xxiii, Verse 25."

"When thou comest into thy neighbour's vineyard, thou mayest eat grapes at thy own pleasure, till thou have enough; but into thy bag thou shalt not put any."

1. A laborer who works with any part of the body in produce may eat thereof during labor hours—even if he is only a watchman—unless the employer stipulated beforehand that he shouldn't.

EXCEPTIONS.

2. He who milks a cow, or prepares cheese and butter must not partake of these products.

3. The workman may consume more food than his whole pay amounts to—for instance he is paid $2.00 a day he may eat up $3.00 worth of goods. But if he does so it will tend to his own harm—for he will fall into disrepute and no one will employ him in the future.

4. When one watches five different people working at produce, he must eat a little according to the right reckoning.

5. When he is hired to take up only one piece of fruit, he is not allowed to eat it. Even if he is hired to work on so many, he is not allowed to eat the first, but to give it to the employer.

6. When he is hired to work on grapes and pears, he is only allowed to eat grapes while he is working on the grapes, but he can save to eat until he starts working on the pears.

7. He can only eat while he works, but he cannot stop from the work and sit down to eat. When he goes from one line of work to another, then he is allowed to eat while walking.

8. He cannot eat the fruit with bread or salt, except when he arranges the matter before with the employer.

9. If a workman says, "Give my part to my wife or children," or that he will take his portion in his pocket, he is not allowed to do it.

10. When the man arranges with the employer before that he will not eat of the fruit, this is permitted.

11. The workman can arrange for not eat that, his wife and the grown children if they work with him, will not eat of the fruit but not in case of small children, if they also work.

12. If he eats at the time which he is not allowed, or puts the food in his pocket, or gives it to another man, he is guilty of the rules of the Holy Script.

13. The workman is not allowed to do work at night and then hire himself for the day: or, he is not allowed to fast before he comes to work, because the work cannot be done in a good condition.

14. The workman must consider the boss' time and not spend it for nothing, and if he does this, he will be blessed himself with riches and prosperity.

CHAPTER CCCXXXVIII.

The Torah commands us to be humane in our treatment of animals: "Thou shalt not muzzle the ox when he thresheth out the corn" (Deuteronomy xxv, 4). The Talmud explains "ox" as referring to any animal whatsoever (and "ox" being used to denote any domestic animal) that this applies to it when it does *any* kind of work.

1. The animal may eat alone, of the produce at which it works no matter with what part of the body it works, but the driver must not feed it with his hands.

2. It is not allowed to work with an animal that is muzzled, whether he is muzzled before or after, and if this is done, the man will be punished and will have to pay 1/2 bushel of the produce a day for a cow and for an ass, about 1/3 bushel each day.

3. When a Jewish man works with a Gentile's cow, the same law prevails. When a Gentile hires an animal from a Jew, the Jew is not punished, if the animal is muzzled.

4. If the produce sickens the cow, it is allowed to be muzzled.

5. The one who hires the animal may feed it enough so that it shall not want feed when it works.

THE LAW OF PAYING LABORERS' WAGES.

(A) "Thou shalt not withhold anything from thy neighbour, nor rob him: There shall not abide with thee the wages of him that is hired, through the night until morning." (Leviticus xix, 13.)

(B) "On the same day shalt thou give him his wages, that the sun may not go down upon it; (*for he is poor* and *his soul longeth for it*); so that he may not cry against thee unto the Lord, and it be sin in thee." (Deuteronomy xxv, 15.)

The Talmud interprets this as follows: This does not mean that the well-to-do laborer be deprived of his just wages, but that in case of employer's inability to pay the wages of all his men, he shall give preference to the poorer ones. That is, he may have incurred personal risk of life while earning his wages.

1. It is a commandment of the Torah that the laborer be paid his wages at the proper time; if payment is delayed, a transgression is committed. This applies to wages of laborers and money for the use of cattle or utensils. In case of lease of land, no transgression is committed upon failure to pay, but not in case of houses that have been rented.

2. He who neglects to pay his laborers on time, incurs the punishment of five negative and one positive commandment.

3. He who hires a laborer for work during a day has time to pay him until the following morning, otherwise he violates "A."

4. He who hires a laborer for work during a night has time to pay him during the following day until sunset, otherwise he violates "B."

5. If, however, the laborer is hired for the first half of the day the employer has time until sun-down; and if a laborer is hired for half of the night, until morning.

6. The same rule applies when laborers are hired by the hour.

7. If a laborer is hired for a week or any other period of time, Rule 3 applies for payment if his time of service ends at nightfall, and Rule 4 when it ends in the morning.

8. If a laborer is hired to do a certain job (*e. g.*, a tailor who has received an order for a coat), the one who ordered the job is not liable to payment until the article is delivered (if delivered at noon, until nightfall, etc.). In the case of jobs which do not require delivery (*e. g.*, painting a room), payment shall be made as soon after completion of job as provided for in 3 and 4.

9. If laborers are hired for an employer through an agent, who has informed them that employer would pay their wages, neither the employer nor the agent is liable to full punishment if the time for payment is past, but to a minor punishment. If, however, the agent has not informed them that they would be paid by employer, the agent is liable

for payment and punishment (except if laborers know that they are to work for another man).

10. If an employer informs his laborers that he pays wages on a certain day every week, he is not liable to punishment if he delays paying a laborer who has worked for part of the week. If, however, he delays beyond that pay-day, he is liable to punishment as in 3 and 4.

11. An employer is not liable to punishment if the employee does not ask for his wages, when the employer is unable to pay upon demand, or the employer has referred the employee to a third party for collection (*e. g.*, to the baker or butcher); but the employee may back out in this last instance, except if the third party is standing in the presence of the employer and employee, the employee cannot back out.

CHAPTER CCCXLVIII.

"Thou shalt not steal." Commandment VIII.

1. It is forbidden to steal even a trifle.

2. If the thief is not caught with the stolen goods, the amount can be collected from his removable property or from valuable land.

3. If R sees B steal something from C, and then he gets the stolen article into his own possession, it is his duty to return it to C.

4. If he returns it to the thief, B, he is liable for it.

CHAPTER CCCXLIX.

1. Both a man and a woman are liable for stealing. If, however, the woman is married nothing can be collected from her until she's divorced.

2. If R's wife borrows an article from B's wife and the article is stolen or lost, and R confesses that he had the article in his possession, he and his wife have to swear that they no longer have it, and the judgment will be in the wife's name but nothing can be collected from her till she is divorced.

3. If the thief is a minor, both the stolen article and the money must be returned to the owner. If they are both gone, the minor is not liable to pay even when he becomes a major.

4. The court has the right to punish a minor in proportion to the amount of punishment he can endure.

CHAPTER CCCLII.

1. If a man entrusts an article to two parties, and one of the two confesses that he has it, both are liable to return it.

CHAPTER CCCLIII.

1. If the stolen article, when stolen was a calf, and in his possession it grew up and got the name, cow, the thief only has to pay the amount at which the calf was valued.

CHAPTER CCCLIV.

1. If the cow, while in the thief's possession calved, or the lamb grew wool which he had shorn, he is liable to return both to the owner.

2. If the owner had despaired of ever finding it, the thief is only liable for the cow.

3. If the thief had fed the cow well and it had improved or it improved of itself, the difference in value belongs to the thief.

4. If the article was worth $4.00 at the time it was stolen, and then it diminished to $2.00, he must pay the original price of $4.00.

5. If, however, it was originally $2.00 increased to $4.00, if he destroyed it himself he must return the $4.00, if it died or was lost he is only liable to pay the original $2.00.

6. If the stolen article is fragile and it is damaged in the thief's possession, and the thief wants to return the broken article and make up the difference in money, he can only do so with the owner's permission.

CHAPTER CCCLV.

1. If the thief had repented and returned the stolen article, and a second thief steals it: If the owner knew of the first stealing but the first thief did not notify him of the return, the thief is liable. If, however, the owner knew nothing of the stealing either, the thief is not liable.

2. If the stolen article is a living creature, even if the owners neither knew of the theft nor of the return the thief is liable, because the living creature has grown accustomed to leave its home and might go astray. Therefore the owners must be notified of its return that they might take better care of it.

3. If the article had been given to a man in trust, and the guardian himself steals it, then he repents and returns

it to its old place and then the article is stolen by another; even if there are witnesses testifying that he returned it, the guardian is liable; because as soon as he stole the article he immediately lost his guardianship.

CHAPTER CCCLVI.

1. It is forbidden to buy anything from a thief, because that is an encouragement for him to steal again, and it is forbidden to assist a thief in any way, for an accomplice is as liable as the thief.

2. If the stolen article is sold and the owner of the article finds it in possession of the buyer; even if the thief is notorious the buyer must be paid for the return of the article, to give men confidence in business purchases, however, if he knew that the article was stolen, the article can be taken away and the buyer cannot even collect it from the thief.

3. However, if the buyer declares and proves that he bought it to save the article for the owner he is entitled to the return of his money.

4. If the owner had despaired of ever recovering his article, the buyer must return its value in money if he had bought it from a notorious thief. If the thief is not notorious the buyer is not liable to return either the article or the money.

5. If the thief had given away the article in payment of a debt, the owner can get it back without paying its possessor anything.

6. If the article is pawned, the pawnbroker is entitled

to the money he had loaned, except if the thief was notorious.

7. If the thief uses the article to pay a debt and gets from his creditor an additional sum to it, the creditor is not entitled to the return of that additional sum, for if he had trusted the thief with the amount of the first debt he must trust him with the additional sum also.

8. If the buyer sells the article to another for $150 at a profit of $50, the owner must pay the last buyer his purchase price, $150, but he can collect that difference $50 from the first buyer, and the $100 from the theif.

CHAPTER CCCLVIII.

1. It is forbidden to buy an article secretly from a watchman.

2. It is forbidden to buy from a tailor articles which one may reasonably suspect are not his own, such as large pieces of cloth, or suits.

CHAPTER CCCLIX.

Stealing is done in secret; robbery is done in the open.

1. It is forbidden to rob even a trifle.

2. Borrowing an article without the owners permission is equivalent to robbery.

3. Taking a pledge for a debt without the owners permission is equivalent to robbery.

4. To compel a person to sell an article against his will is equivalent to robbery.

CHAPTER CCCLX.

1. It is the duty of the robber to return the robbed article to the owner.

2. If he robs a beam and uses it in building a house, he is not liable to return that very beam, but he can pay for it.

3. If he robs land and builds upon it, the robber is liable to tear down the building and return the land.

4. It is forbidden to rob even less than a cent. However, the law of return holds good only when the article is worth a cent, or over, at the time of the robbery.

5. If the robbed article was changed into a different thing; as, for example, he had robbed wood and made a chair out of it; if it cannot be returned to its original form the robber is liable to pay only the amount it was worth when robbed.

6. If, however, the article can be returned to its original form, he must return it to the owner.

7. If the robber cuts up the beam lengthwise, or had cut up the beam into smaller sections he must return the sections.

8. If, however, he had cut it up into boards he is liable to return only its value in money.

9. If he chops down and robs a tree he must return the tree. But if he makes beams out of it he is liable to return only its value in money.

CHAPTER CCCLXI.

1. If a second robber robs the article from the first the owner can collect from either, even if the second robber didn't know that the article had been robbed before.

2. If the second robber had consumed the article before the owner had despaired of it, he is liable to pay for it. If, however, he had consumed it after the owner had despaired of it he is not liable to return it.

3. If the robber dies and wills it to his heirs, the heirs must return it even if the owner had already despaired. However, if the article had changed form, they are liable to repay only its value in money.

4. If the heirs consumed the article, whether when the robber lived or after his death. If they consumed it before the owner despaired they are liable to pay. If after despair they are not liable.

5. If, however, the robber had left behind property from which collection could be made, the heirs must pay, even if the robbed article had been sold.

6. There is no difference whether the heirs are minors or majors. If the majors claim that the robber had already returned the article and there are no witnesses of the robbery, the heirs are trusted. If, however, there are witnesses of the robbery the heirs are not trusted.

CHAPTER CCCLXXVIII.

1. It is forbidden to do damage to another's goods. If damage is done, whether voluntarily or accidentally the causer of the damage must pay.

2. If an auto runs into another auto in front and damages it, the rear auto is liable to pay the damages.

3. If one man carries a beam and another a barrel, and while they are walking toward each other the man with the beam damages the barrel neither is liable.

4. If the man with the beam walks in front and the man with the barrel walks behind him and runs into him damaging the barrel, the man with the beam is not liable. If, however, he halted with the beam and didn't notify the man behind him he is liable, if he did notify him he is not liable.

5. If the man with the barrel walks in front and the man with the beam walks behind him and damages the barrel he is liable. If the man with the barrel halted and didn't notify him, the man with the beam is not liable. If he did notify him, the latter is liable.

6. If B piles up articles in C's yard with the latter's permission, but C didn't undertake to guard it, and then C accidentally breaks the articles he is not liable. If, however, C purposely damages the articles he is liable to pay even if B piled up the articles in his yard against his permission.

CHAPTER CCCLXXX.

1. If a man while running from a murdering pursuer breaks an article of the pursuer's, he is not liable. If, however, the article belongs to a third party he is liable to pay for it.

2. If a boat is overloaded and, as a result, it is in danger of sinking and a man throws some of the load overboard

he is not liable, but he had even done a virtous deed, because the overload is equivalent to a pursuer.

3. If a man transports an ass in a boat and the ass causes damage which endangers the boat and another man throws the ass overboard to save the boat the law is as follows: If it was a freight boat over which it was customary to transport live stock the owner is entitled to get paid for his ass. If, however, it was not customary to transport live stock, he is not entitled to any money.

CHAPTER CCCLXXXIII

1. If C's ox enters B's yard and attacks B's ox and B tries to take his ox out from underneath and thereby kills C's ox, B is not liable. If, however, B could have saved his own ox without killing C's ox. B is liable.

2. If B takes an article from C, without his permission, to use as a support for a barrel of wine and C comes and takes away his article thereby breaking the barrel and spilling the wine, C is liable to pay because he didn't replace it with a different support.

3. If two or more people break one article they are both liable.

4. If five people load up a horse and then a sixth brings a load and the horse falls dead; if the horse was able to pull the five but halted at the sixth, the sixth is liable to pay because it is evident that his load killed the horse. If, however, the horse was unable to pull the loads even before the sixth brought his load, the last named is not liable.

CHAPTER CCCLXXXIV.

1. If a man spits or throws banana peels or other garbage through a window upon the ground and a passer-by falls and damages his clothes, the thrower is liable to pay.

2. If a spark from a blacksmith's anvil sets fire to some property, the blacksmith is liable.

3. If a wrecker undertakes to tear down a property without damaging the material and the material is damaged the wrecker is responsible.

4. In constructing a building, when material is being relayed from one laborer to the other the last holder is responsible both for the material and any damage it might cause.

5. If a building breaks down and causes damage. If the workingmen were job workers they are all liable. If they were day laborers, the bricklayer is responsible.

CHAPTER CCCLXXXVI.

1. If a flying article could have been saved by padding lying below and some one removes the padding causing the breaking of the article he is liable for it.

2. If R throws B's pitcher from a top floor, and, while the article is flying through the air, C strikes it with a club and breaks it, he is not liable, because it would have been broken anyway, but the thrower R, is responsible.

CHAPTER CCCLXXXVII.

1. If a man damages an article he is not liable to pay the entire value of the article, and keeps it, but only the amount of the damage, and the damaged article belongs to the owner.

The Fifth Commandment—Honor thy father and mother: That thy days may be long upon the land which the Lord thy God giveth thee. And also be afraid of thy mother and father.

CHAPTER CCXL.

1. We must be careful and afraid of the honor of our mother and father.

2. It is forbidden to sit on your father's seat either in the house or in the synagogue.

3. It is forbidden to argue with parents, and it is not allowed to call your father by the first name either when living or dead. Always address them as my dear "mother" and "father."

4. The greatest respect must be shown to your parents, even if they insult you before the largest assembly, you must not slander them.

5. It is the duty of the children to supply from parents pocket when they are able with clothes, food and drink and direct them with a smiling and happy face. You must serve your parents like a servant serves his lord.

6. If parents have children which are some rich and some poor, the expense falls on the rich children, but the trouble falls on all the children. If the children are all poor it is not the duty to beg and supply their parents.

7. It is the duty of the children to rise if you see your parents.

8. If the son is the teacher of the father, each one must rise for the other.

9. If the children see the parents destroy any property, the children must keep quiet and not slander them.

10. Respect must be shown parents even after death.

11. It is the duty of the children to take care of the parents who are idiots or imbeciles and if you are not able to do so, it is the children's duty to hire a nurse to care for them.

12. If the parents ask to be served and you have another command at the same time, if the other command can be done by another, you must do your parents wishes.

13. If the father and mother ask for a drink at the same time, give your father first. However, if they are separated, he can give the drink first to whoever he wants.

14. If the parents say to the children anything against religion, it is the children's duty not to heed them.

15. It is the duty of a son and a daughter to honor and to fear the parents, but if a daughter marries she is not supposed to take so much care because she is in the possession of her husband, but if she is divorced she must take the same care as the son.

16. It is the duty of the father not to blame the children and to pardon them for neglecting to show him honor.

17. A father is forbidden to smite his grown-up children after the children are over 22 years.

18. It is the duty of a son to honor either a stepfather and stepmother.

19. It is the duty of the younger children to honor the older children even if they are stepbrothers or stepsisters.

20. It is thy duty to honor thy father-in-law and thy mother-in-law.

21. If the father wants to serve the children, they are allowed to be served.

22. If the son wants to study in a different city and the father does not allow him, the son is privileged to go away.

23. If the parents are against their son's or daughter's marriage of a certain party, the right is with the children, providing the marriage is not against religion.

Holy Scripture says: He that smiteth his father, or his mother, shall surely be put to death. (Exodus, xxi.) He that curseth his father, or his mother, shall surely be put to death. (Exodus, xxi.)

CHAPTER CCXLI.

1. It is forbidden to a son or a daughter to curse parents even after they die.

2. A son is forbidden to make an operation on his parents except when there is no other doctor.

3. It is forbidden to slander parents even with words.

CHAPTER CCXLII.

1. It is the duty of a man to honor and to fear his teacher. Honor to the teacher comes before honor to the parents.

2. He who strives with his teacher is like striving with the Lord.

3. It is forbidden to a scholar to answer a matter of law in the presence of his teacher, and if he does so he is liable to punishment.

4. It is forbidden to call a teacher with his name even after his death. He must say "My dear teacher."

5. It is forbidden to sit on a teacher's seat.

6. If a teacher dies he must tear his overcoat, just like he tears his overcoat at the death of his father.

7. If the father and the teacher lose anything, it is the duty of the son to look for the teacher's loss first.

8. If the father and the teacher carry a heavy load, the son must first help the teacher and after the father.

9. It the teacher and the father are in trouble, the son must first help the teacher.

10. If he and the teacher lose something he must first look for his own loss.

CHAPTER CCXLIII.

1. The judges thou shalt not revile; and a ruler among thy people thou shalt not curse. (Exodus, xxiii.) It is the duty to honor and to fear the ruler and the judges and all the learned men.

2. It is the duty of the judges and the learned men not to slander each other, not to eat, not to do hard labor in the presence of the people.

3. Clergymen are free from all kinds of taxation.

4. It is the duty of the people to see that the learned men have enough of an income to support a family.

5. It is a big sin to slander and to hate learned men. He who does so has no part in the coming world.

6. It is forbidden to servant with a learned man.

7. The court has a right to punish the man who slanders a learned man.

8. The learned man has a right to pardon the slanderer. Before the hoary head shalt thou rise up, and honor the face of the old man; and thou shalt be afraid of thy God: I am the Lord. (Leviticus, xx.)

9. It is a command to rise before a learned man even if he is not an old man, and to rise before an old man even if he is not learned, providing he is in four yards. It is forbidden to close the eyes and make believe you don't see him.

10. A laborer when he is on his duty is not permitted to rise in the presence of a learned man.

11. It is the duty of the learned man not to trouble the people to rise for him if he can go in a different way.

CHAPTER CCXLIV.

1. It is the duty of a man to teach his son and the grandson knowledge of the Torah. If the father did not teach him, the son, or the grandson, when he becomes of age, must try himself to be learned.

2. If the father and the son both want to learn and the father is unable to pay for both, the father comes first;

however, if the son is clever in learning, the son comes first.

3. The members of each city can compel each other to have a school for the children.

4. A teacher is supposed to have no more than 25 children, if there are more there must be two teachers.

5. The teacher is not allowed to smite his scholars with a rod or with a stick, only with a little strap.

6. The appointed teacher must be able to teach well and should be honorable and afraid of the Lord and practice what he preaches.

7. It is forbidden to the teacher to be up at night or to fast in the time of teaching or to overindulge in eating because these things bring neglect in the teaching of the children.

CHAPTER CCXLVI.

1. It is a command for everybody, either rich, or poor, or healthy, or sick, young, or old, even a beggar who has a wife and children to give some time in the day for learning the Torah. If he cannot teach himself because he has no time, he must support the poor students.

2. A man can make a verbal agreement with a poor student to support him and to have a part in, what he will learn and not in what he did learn.

3. The scholar should not be ashamed to ask the teacher even one hundred times, until he finds out the truth of his studies. The wise ask everything they do not understand, the fools are ashamed to ask.

4. A man should study before he gets married, because after marriage family burdens would prevent him from studying.

5. If a man has a choice between the study of the Torah and obeying one of the commandments, he should rather study, provided there is some one else to carry out the commandment.

6. If a man destroys the Torah while rich he will also destroy it while poor, because poor he must become as punishment.

7. It is forbidden to study in an unclean place, as for example, in a bath house, lavatory, etc.

8. It is commanded to make a celebration after finishing a portion of the Torah.

CHAPTER CCXLVII.

1. If there be among thee a needy man, any one of thy brethren within any of thy gates in thy land which the Lord, thy God, giveth thee; thou shalt not harden thy heart, nor shut thy hand from thy needy brother.

2. But thou shalt open wide thy hand unto him, and thou shalt surely lend him sufficient for his need, which his want requireth.

3. Thou shalt surely give him, and thy heart shall not be grieved when thou givest unto him; for because of this thing the Lord, thy God, will bless thee in all thy work and in all the acquisition of thy hand. (Deuteronomy, xv.)

CHAPTER CCXLIX.

1. It is a great command to give charity according to a man's allowance, even if he himself takes charity he must give charity to another poor man.

2. There are eight steps in the command of charity.

a. When a man is in financial straits, it is a command to help him with a loan, with a present, or to find him labor, so he will be saved from beggary.

b. When a man gives charity and he doesn't know to whom he is giving it; for instance, when he gives to a charity organization.

c. When a man gives charity and he knows to whom he is giving it but the poor man doesn't know from whom he gets its. For instance, like the learned man who would put money in the houses of the poor on the sly, so that the poor wouldn't feel ashamed of themselves. This step is very good in case he knows the leaders of the charity are not so correct.

d. The poor man knows of whom he is taking but the giver doesn't know to whom he is giving. For instance, a learned man put money in his back pocket and went among the poor and the poor would take the money from him, so that the poor man shouldn't feel ashamed of himself.

e. To give to a poor man before he demands it.

f. If the poor man demands it, give it.

g. To give the poor man less than his demand, but without a grudge.

h. To give the poor man, but with a sad face.

3. It is forbidden to praise oneself when giving charity. If he does so, he will not have good treatment from the Lord but will have a great punishment for it.

4. It is permitted when a man gives an article a present in the synagogue to put his name on it.

5. It is a great command to make another man give charity.

6. If a man turns his back on a poor man and refuses to give him, he is called a bad man and sometimes he can bring the poor man to his death. Like the following case: Nathan Gamzu was walking on a road with three asses heavily loaded, one was loaded with food, another with drink, another with spices. A poor man met him and he said, "Support me." Nathan Gamzu said, "Wait until I unload my asses." Before he had time to unload them the poor man died. Nathan Gamzu fell upon the body and said, "My eyes that did not feel the pity in your eyes should become blind and my hands that didn't feel the pity of your hands should be taken off, and my feet that didn't feel the pity of your feet should become crooked and my whole body should become blistered." And all this punishment happened to him because he refused the poor man. He was satisfied with the punishment in this world so that he shouldn't get it in the other world. (Tanis, xxi.)

6a. A learned man divorced his wife. His wife married again but her husband became blind and later became very poor. Her first husband rented rooms for them and supported them.

7. A man never gets poor by giving charity, the more he gives the richer he gets, because if he feels pity for the

poor the Lord has pity for him, to give him health and riches.

8. If a man gives charity, the Lord gives him a long life.

9. The court can compel a man to give charity for the amount he was taxed, even to take a pledge.

10. It is forbidden to put a tax of charity on orphans, with the exception if it is for the orphan's good reputation.

11. It is forbidden to take a large amount of charity from a married woman, or from a minor who has a father without the permission of the husband or father, a woman in business even if she is married, it is allowed the leaders to receive a large amount of charity.

12. The leaders are forbidden to compel a man who has a good character and who cannot afford to give charity.

13. If you refuse a poor man because you cannot afford to give charity do not slander him. Give him as much as you can.

14. It is allowed to the leaders of charity to use the charity money to marry the poor girls.

CHAPTER CCL.

1. The leaders of the charity must give the poor man enough for his wants. Even if the rich man becomes poor and he was used to good food before, the charity must supply him with all he was used to before. If he is single and he wants to get married and he hasn't enough money the charity must help him.

2. The support of the poor men of a city falls upon the inhabitants, each must contribute according to his allowance.

3. A man must support himself first, afterwards he must look after the support of his parents, then the support of the grown-up sons, then the brothers, then the relatives, then the neighbors, then the inhabitants, the poor of your own city come before the support of the poor of a different city. The poor of Palestine come before the poor outside of Palestine.

4. When a man gives money to charity leaders he or the heirs cannot tell them how to divide it.

5. If a man and a woman both ask for charity either for food or for clothing and if there is not enough money for both, the woman gets the charity first.

6. If a boy and girl orphans come to ask for a help for marriage and there is not enough money for both, the orphan girl comes first.

7. It is not allowed for the charity organization to support the Rabbi of a city with charity money, he must get a separate income. Individuals are allowed to send him money.

CHAPTER CCLII.

1. The command to release a man from captivity comes before the command to support; and even if the money lies ready for building a synagogue or for charity it must be used to release the man from trouble.

2. He who ignores the command to release a man from captivity is liable to punishment by God and by his fellowman and each second that he delays in carrying out the release is equal to the shedding of blood.

3. It is forbidden to assist a prisoner to escape because

the laws of the government are like the law of the Lord, and must not be violated.

4. It is commanded to assist and to release a woman before a man.

5. If each declares that he or she would commit suicide unless released it is the duty to release the man first.

6. If a prisoner has the means to release himself but refuses he can be released against his will and he is liable to pay the expenses.

7. It is the duty of the father to release the son or any other relatives if the latter have no means to release themselves.

8. If a wealthy man is in a place where he has no money with him at the time he is entitled to get it from charity.

9. If a rich man is a miser, do not pay any attention to him.

10. It is forbidden to collect debts from the money that was given for charity.

11. A poor man is forbidden to rely on charity, he must look for labor from the sweat of his brow, if he does so he will be rich and he will be able to give charity for others.

12. It is forbidden to a man to feign blindness or lameness or deafness and with that to beg, and if he does so he will become blind.

13. If a man was in another city for business and that city taxed him for charity he can pay the charity to his city.

THE LAW FOR MURDER.

The Holy Script says the following:

He that smiteth a man, so that he die, shall surely be put to death.

But if a man come presumptuously upon his neighbor, to slay him with guile, from my altar shalt thou take him, that he may die. (Exodus, xxi.)

Whoever it be that killeth a person, according to the testimony of witnesses shall the murderer be put to death; but one witness shall not testify against any person to cause him to die.

Moreover ye shall take no redemption money for the person of a murderer, who is guilty of death; but he shall surely be put to death. (Numbers, xxxvi.)

1. When a man murders another, whether he be young or old, woman or child (even one day old), or when the mother being pregnant nine months, and the child born, or a person sick and near death and physicians giving up all hope of his recovery, the person guilty of such a crime is punished by death with sword.

2. He who slays can be punished only when he is over thirteen years of age, even thirteen years and one day.

3. If a man murders another, the judges cannot accept any redemption money even if the relatives desire to pardon him; because the body belongs to the Lord, and the Lord says, He who murders his neighbor, must die himself.

4. The law for murder must come before twenty-three judges.

5. If twelve judges say not guilty and eleven say guilty, he is not guilty. If twelve say guilty and eleven say not guilty, or if eleven proclaim him guilty and eleven not guilty, and one says he does not know, then the law is to add two more judges.

6. If these two go on the side of guilty, then the criminal is guilty, and if one goes on one side and the other on the other side, then two more must be added. This can go on until it reaches seventy-one judges.

7. If thirty-six judges say not guilty and thirty-five say guilty, he is not guilty. If thirty-five say not guilty thirty-five say guilty and one say not know not guilty.

8. If thirty-five judges say not guilty and thirty-six say guilty, then the judges should dispute until one should go on the other side. Because a majority of two are needed to declare a man guilty.

9. When still the judges could form no conclusion, the chief of the judges has the authority to release the accused person.

10. If thirty-four say the criminal is not guilty, and thirty-six say he is guilty, and one of the judges says he does not know, then the criminal is guilty.

11. When all the judges proclaim him guilty, then the accused person is not guilty, because it shows that there is some conspiracy connected with the case, since there is not one on his side.

12. When the decision has rendered the criminal guilty, the convict must be present at that time. If he is not, the decision is void.

13. The witnesses must notify the murderer of his coming execution, and the reason for the execution.

14. The witnesses or the public are not permitted to lynch or kill the said convicted criminal, but must wait until he is brought before a court.

15. The public is sometimes permitted to lynch a criminal. at the time when they see him follow up a person with the intent of murder, and so as to protect the other, a person may interfere, but must not kill until it is absolutely necessary.

16. The pursuer must also be informed of what is going to be done to him.

17. If, however, the pursuer was killed, and it is found that he could have been stopped in some other way, then the murderer is guilty.

18. This law also includes a female as well as a male.

19. If a mother could not give birth to a child, unless the child be killed within her, the law is that this can be done, because the child is somewhat like the pursuer.

20. If a person sees his neighbor drown, it is his duty to summon help, if he does not he has broken the Commandments.

21. If a man hires another to slay his comrade, or if he binds the comrade hand and foot to be devoured by a vicious animal, the ruler has the authority to execute the murderer, so that a thing like that may be prevented from occurring again.

22. A smote a man until he became unconscious and fatally wounded. Then B came along and struck him so that

he died. B is not guilty for the man's death, because he killed a fatally wounded (trife) person. The law of the government shall prevail.

23. If the fatally wounded man kills his comrade, he is guilty of murder.

24. The judges must commence the trial favorably for the convicted, considering him not guilty until proven guilty.

25. The decision for not guilty could be rendered the very same day, whereas for guilty, the decision should be delayed for to-morrow.

26. Such a decision must not be made on Friday, that is before the Sabbath, or before a holiday, because there should be no thought of murder on a Sabbath.

27. We cannot condemn a person for murder, unless he has direct evidence, the suspicion he may have is not sufficient to convict him. Circumstantial evidence is not sufficient to convict.

28. The witnesses who accuse a murderer must go through fourteen forms of questions, as for instance, how the murderer was clad, etc. This must be done not in the presence of another. One witness is not permitted to hear the other's testimony.

29. If the evidence and the testimony is found out to be true, the criminal must be put in jail, and the judges assemble and discuss the decision.

30. If, however, the criminal can prove his innocence, he is permitted to do so, even if he has already been prepared for execution, he can be turned back.

31. If he cannot prove his innocence he should not be

tortured, before slaying him, he should be given a certain dose, that will intoxicate him and not make him aware of his condition.

32. If the judges know that he is a murderer, but could not get sufficient evidence, or if he has not been informed of his coming execution then he could be confined in a small cell and could be given such treatment and food, that should cause his death, to avoid further danger to the community.

33. If a woman is the murderess, and if she is in the hour of giving birth, the law is to wait until she has already given birth.

34. The bodies of the executed murderers should be given a separate burying ground.

35. It is not permitted to execute two criminals on the same day, except when they are both connected in the same case.

36. It is the duty of the judges to rather act favorably toward the accused. Any judge that has condemned murderers for execution more that once within seven years, made a bad reputation for himself.

37. If the murderer ran away to a different city, there need not be a new trial, but there must only be witnesses to testify, that he is the one that disappeared, and he could be executed.

38. If it is not possible to slay a criminal with a sword it is permitted to end his life in any other way.

39. If a ruler comes to a city, and demands a certain man, and if on being denied the privilege of taking *this* man,

he will slay all the people in the city. The city is permitted to offer this person, so that he may save the lives of the entire city. (Psalm, lxxii.)

40. If the king does not specify the person then the city cannot give any one out.

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